

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 139S/2024/25**TENDER DESCRIPTION: CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE
SERVITUDES/SUBSTATIONS****CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT****CLOSING DATE** 31 January 2025**CLOSING TIME** 10:00 am**TENDER BOX NUMBER** 121**TENDER FEE** R200

Non – refundable tender fee payable to the City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	29 November 2024
SITE VISIT/CLARIFICATION MEETING	:	Time: 9:00 on Date: 16 January 2025 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT /CLARIFICATION MEETING	:	Skype meeting https://meet.capetown.gov.za/avril.snyders/2TPM5MW1
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 139S/2024/25 - TENDER DESCRIPTION: CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE SERVITUDES/SUBSTATIONS]", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email: SCM.Tenders22@capetown.gov.za Kindly ensure tender no to be included as reference in the subject line for all correspondence.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS "OR EQUIVALENT"

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the “CCT”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a “Party”). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the “Tender” / “Tender Document”), its evaluation and acceptance and any resulting contract shall also be subject to the CCT’s Supply Chain Management Policy (‘SCM Policy’) that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws .

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the corresponding tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the Parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

The CCT intends to appoint one tenderer (the highest ranked tenderer ("the winner") and in addition a of one "alternative tenderers") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderers).

The contract period shall be for a period of 36 months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

"Standby Bidder" means a bidder, identified by the CCT at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy, as amended from time to time.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the CCT in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;

- iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders’ past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer’s tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
Company Experience -Complete Schedule F.13 A				
1.	Proven track record of service provider for work done in relation to the felling and removal of trees, trimming of trees,clearing and removal of vegetation and cutting grass with reference letters detailing tenderers performance with regards to delivery within agreed lead times, acceptable quality , availability and accessibility, reliability and customer satisfaction in relation to work done	< 1 completed contract	0	50
		≥ 1 contracts completed but < 3 completed.	30	
		≥ 3 contracts completed but < 5 contracts completed	40	
		≥ 5 completed contracts	50	
Key Personnel – Complete Schedule F.13 B				

2.	Supervisors who have done work in the areas of felling and removal of trees, trimming of trees, clearing and removal of vegetation and cutting grass , and who are in possession of a valid ORHVS certificate	0 Persons	0	50
		1 Persons	10	
		2 Persons	30	
		3 Persons	50	

The minimum qualifying score for functionality is **[60]** out of a maximum of **[100]**.

Where the entity tendering is a Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

- a) A proven track record of the service providers track record for work done in relation to the felling and removal of trees,trimming trees,clearing and removal of vegetation and cutting grass, rendered to be provided. (See schedule F.13A)

NB:The tenderer must submit verifiable references with the tender submission and completed by the contactable referee.

Failure to submit references with the tender submission will result in the tenderer forfeiting functionality points.

Good feedback means the service rendered was of an acceptable quality and was also delivered on time as per agreed lead times, The tenderer was accessible and available, the tenderer was reliable and customer was satisfied. This information must be captured in Returnable Schedule F.13D and must be signed and stamped by the referee.

Reference letters on a company letterhead can be submitted only if the referee does not stamp Returnable Schedule F.13D. The client reference letters submitted must be on the letterhead of that specific entity reflecting a contactable person,description of the work completed, email address, telephone number, date and signature.The reference letter must provide feedback in relation to Schedule F.13D

- b) Supervisor details and CV s to be provided at tender stage.(See schedule F.13B)
Details with regards to the supervisors who have experience in the felling and removal of trees,trimming trees,clearing and removal of vegetation and cutting grass, and who are in possession of a valid NRS 040 certificate, to be provided in the schedule provided.

Should the above information not be provided with the tender, the tenderer would achieve the minimum score of the applicable functionality areas.

2.2.1.1.5 Responsive Criteria

The Tenderer will be declared non-responsive if any of the following items are not submitted with the tender:

- a) A valid NRS 040 certificate of Supervisor must be submitted at tender stage . Schedule F.13B
b) A valid herbicide certificate of Pest Controller must be submitted at tender stage.Schedule F.13C

2.2.1.1.6 Provision of samples

NOT APPLICABLE

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

The tenderer shall treat as strictly confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile, or registered post or other lawful means.

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

Tenderers should be represented at the site visit/clarification meeting by a duly authorised person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer

shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the Conditions of Tender, the tenderers may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he/she/it shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative tender offer to the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.6 The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section C.2,**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bid Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

2.2.16 Clarification of tender offer, or additional information, after submission

Tenderer's shall promptly provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not

in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

Before making an award the CCT must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the CCT, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for

- d) any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) Received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The CCT reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 two-envelope system

2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

The CCT shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

The CCT shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) Detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the Price Schedule; or
- c) Arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) The summation of the prices; or
 - iii) Calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C.4)**:

- Based on the sum of the prices/rates in relation to the estimated quantities.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

The 80/20 preference point system will apply to this tender

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \frac{(1 - \frac{Pt - Pmin}{Pmin})}{Pmin}$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report

3	Disability are disabled persons (ownership)* <i>WHO disability guideline</i> <i>>2% ownership: 3 points</i> <i>>0% - 2% ownership: 1.5 point</i> <i>0% ownership = 0 points</i>	3	• Proof of disability • Company Registration Certification	• Medical certificate/ South African Revenue Services disability registration • Issued by the Companies and Intellectual Property Commission
Reconstruction and Development Programme (RDP) as published in Government Gazette				
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	• B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover	• Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit • Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year)
	Total points	20		

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- Does not allow any preferred tenderer a second or unfair opportunity;

- b) Is not to the detriment of any other tenderer; and
- c) Does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the CCT reserves the right to consider the next ranked tenderer(s).

2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate a Standby bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 139S/2024/25

**TENDER DESCRIPTION: CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE
SERVITUDES/SUBSTATIONS**

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☐ Company

☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(_____) _____ Fax :(_____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	None

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER: 139S/2024/25 - CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE SERVITUDES/SUBSTATIONS

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 139S/2024/25 - CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE SERVITUDES/SUBSTATIONS

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 139S/2024/25 - CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE SERVITUDES/SUBSTATIONS

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date, is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *Tender Returnable Documents*, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER: 139S/2024/25 - CLEARING OF HIGH VOLTAGE (HV)
OVERHEAD LINE SERVITUDES/SUBSTATIONS**

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT")
AND**

.....,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer in its own right in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (hereafter "OHSA") and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at..... on the.....day of.....20

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

ITEM	DESCRIPTION	UNIT	PER UNIT LABOUR (EXCL. VAT) R (A)	PER UNIT MATERIAL (EXCL. VAT) R (B)
1	Felling of a tree (height > 20 m)	Per tree		
2	Trimming of a tree (height >20 m}	Per tree		
3	Felling of tree (height between 10 and 20m}	Per tree		
4	Trimming of a tree (height between 10 and 20m}	Per tree		
5	Felling of tree (height between 3m and 10 m}	Per tree		
6	Trimming of a tree (height between 3m and 10 m}	Per tree		
7	Clearing and removal of vegetation (includes small trees such as Port Jackson and Rooikrans, typically less than 3m in height)	Per m ²		
8	Application of Herbicide	Per m ²		
9	Handing out warning notices	Per Notice		
10	Cutting and removal of grass	Per m ²		
11	Weeding and removal	Per m ²		
12	Application of weed killer	Per m ²		
13	Removal of tree stumps >60cm in diameter	Per stump		
14	Removal of tree stumps 40cm to 60 cm in diameter	Per stump		
15	Removal of tree stumps < 40cm in diameter	Per stump		
16	Debarking of tree stumps >60cm in diameter	Per stump		
17	Debarking of tree stumps 40cm to 60 cm in diameter	Per stump		
18	Debarking of tree stumps <40cm in diameter	Per stump		
19	Removal of rubble and refuse	Per m ³		
20	Removal of soil	Per m ³		
21	Supply, delivery and spread top soil	Per m ³		

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 **Prices shall be tendered for all items. Incomplete tenders or tenders completed in units other than those given in the schedules shall be deemed to be non responsive.**

INITIALS OF CCT OFFICIALS		
1	2	3

(C5) SPECIFICATION(S)
**HV OVERHEAD LINE SERVITUDE CLEARANCE
DETAILED SPECIFICATION
INDEX**

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SCOPE OF SPECIFICATION

All work to be carried out in accordance with this tender will take place at various High Voltage (HV) substation and overhead line installations in the City of Cape Town metropolitan area.

The Cape Town Municipality's Electricity Services Department: High Voltage is responsible for all these high voltage (HV) installations.

- 1.1 Depending on the location of work, the work performed within the context of this tender shall be performed with the informed consent of the respective Electricity Services Representative: Senior Superintendent : HV Overheads (all areas).
- 1.2 All materials, unless otherwise indicated by the Electricity Services Representative, shall be supplied by the Contractor.
- 1.3 All work performed within the context of this tender shall be compliant with the relevant Health and Safety Legislation.
- 1.4 Stringent safety measures shall be implemented, requiring that the Contractor's staff are supervised and controlled by a Responsible Person authorised in terms of the City of Cape Town – Electricity Services MV/HV Operating Regulations (NRS 040).
- 1.5 There rests upon each Contractor employed in terms of this tender document a duty to report to the Electricity Services Representative any duplication of function in terms of this tender document i.e. no two Contractors under any conditions shall perform the same function (functions as described in this document) at the same City of Cape Town site.

2. CO-ORDINATION OF WORK

- 2.1.1 "Electricity Services Department" shall mean the Director: Electricity Services, acting personally or by duly authorised deputy on behalf of the Municipality.
- 2.1.2 The successful Tenderer may be required to attend meetings with the community, Electrical and Civil Contractors, Consultants and the Electricity Services Representative to facilitate the work to be undertaken.

3. DESCRIPTION OF WORK

- 3.1 This tender is for the clearance of a variety of vegetation from high voltage (HV) overhead power line servitudes.
- 3.2 The table below provided a description of the various work activities to be executed in terms of this tender, with reference to detailed work procedures, where applicable:

ITEM	DESCRIPTION	DESCRIPTION/SPECIFICATION OF WORK TO BE DONE
1	Felling of tree (height > 20 m)	As per tree and bush cutting guidelines PZD 4 on pages 27 to 29 (usually in the rural open ground areas)
2	Trimming of a tree (height >20 m)	As per guidelines PZE 1 to 20 on pages 54 to 65 the pruning of trees (usually in the urban areas)
3	Felling and removal of tree (height between 10 m and 20m)	As per tree and bush cutting guidelines PZD 4 on pages 27 to 29 (usually in the rural open ground areas)
4	Trimming of a tree (height between 10 m and 20m)	As per guidelines PZE 1 to 20 on pages 54 to 65 the pruning of trees (usually in the urban areas)
5	Felling of tree (height between 3m to 10 m)	As per tree and bush cutting guidelines PZD 4 on pages 27 to 29 (usually in the rural open ground areas)
6	Trimming of a tree (height between 3 and 10 m)	As per guidelines PZE 1 to 20 on pages 54 to 65 the pruning of trees (usually in the urban areas)

ITEM	DESCRIPTION	DESCRIPTION/SPECIFICATION OF WORK TO BE DONE
7	Clearing and removal of vegetation (includes small trees such as Port Jackson and Rooikrans, typically less than 3m in height and 100mm in diameter)	Applies to all dense alien vegetation (usually Port Jackson and Rooikrans)
8	Application of Herbicide	As per required regulations by a qualified herbicide controller refer to PZE 17 on page 81
9	Handing out warning notices	As per instruction on page 14 referring to notices PZD 7 and 8 on pages 32 and 33
10	Cutting and removal of grass	To be cut by lawn mower or brushcutter as per situation required
11	Weeding and removal	Usually by weed eater or by hand in substation electrical enclosures with loose stone surfaces
12	Application of weed killer	As per required regulations by a qualified pest controller refer to PZE 17 on page 81
13	Removal of tree stumps >60cm in diameter	To use a stumping machine or dig down to just below ground level and cut away stump/roots, cover with soil and reinstate ground surface to original state
14	Removal of tree stumps 40cm to 60 cm in diameter	To use a stumping machine or dig down to just below ground level and cut away stump/roots, cover with soil and reinstate ground surface to original state
15	Removal of tree stumps < 40cm in diameter	To use a stumping machine or dig down to just below ground level and cut away stump/roots, cover with soil and reinstate ground surface to original state
16	Debarking of stumps>60cm in diameter	To chisel the bark off around the stump with a bushknife or other tool of preference
17	Debarking of stumps 40cm to 60cm in diameter	To chisel the bark off around the stump with a bushknife or other tool of preference
18	Debarking of stumps <40cm in diameter	To chisel the bark off around the stump with a bushknife or other tool of preference
19	Removal of rubble and refuse	To be loaded onto vehicle by shovel or small plant as per quantity or type of rubble and removed to refuse site
20	Removal of soil	Excavation of contaminated top soil as directed to maximum depth of 200mm, loading onto vehicle by shovel or small plant as per quantity and removed to refuse site
21	Supply, deliver and spread soil	To be offloaded from vehicle and spread by shovel or small plant as per quantity required

3.3 The working voltages of the installations referred to in this tender range from 33 000 V to 132 000 V.

3.4 The grounds and servitudes must be cleaned of vegetation in a safe yet effective manner, and the vegetation so cleared must be removed to an approved municipal refuse site, by the Contractor.

3.5 The servitude routing may be obtained from the map which shall be made available at the non-compulsory briefing session, along with the servitude dimensions as contained in Addendum A -Table 4.

3.6 It is expected that, in addition to the non-compulsory briefing session and site visits, that the Tenderers will inspect each servitude in order to arrive at a tender pricing appropriate for the work to be performed.

3.7 The location of approved municipal refuse sites shall be provided to the successful Tenderer upon his/her appointment as contractor.

4. COMMUNITY INVOLVEMENT(N/A)
N/A

5. COMPLIANCE WITH PROVISIONS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME
N/A

5 SAFETY SPECIFICATION

6.1 The following safety documents applicable to this contract:

- Health and Safety Specification (Addendum C);

7 APPLICABLE STANDARDS AND SPECIFICATIONS

7.1.1 Work shall be in accordance with the following standards, where applicable:

- 7.1.2 Specification PZD : HV Servitude Clearance (Addendum A)
- 7.1.3 Occupational Health and Safety Act, 1983
- 7.1.4 Specification PZE : The Pruning of Trees (Addendum B)
- 7.1.5 NRS 060 : 2005
- 7.1.6 NRS 040 / City of Cape Town – Electricity Services MV/HV Operating Regulations

8 LOCAL AND OTHER AUTHORITIES

The Contractor shall conform to the provisions of all laws and to the provisions of all regulations and by-laws of the Municipality or of any other local authority relating to the Works.

9 WORKING HOURS AND OVERTIME IN TERMS OF BASIC CONDITIONS OF EMPLOYMENT ACT

The normal working hours are deemed from 07h30 to 16h00, Mondays to Fridays.

10 PERMITS/WAYLEAVES

- 10.1.1 Prior to commencement of work the successful Tenderer shall ensure that permission for the proposed work is obtained from:
- 10.1.2 the owner(s) of the land (private, municipal or government).
- 10.1.3 the owner(s) of services existing on the property (water, sewer, roadway, ESKOM, Telkom, etc.).
- 10.1.4 all parties affected by the work.
- 10.1.5 All conditions and requirements specified by the local authority and the owners of affected properties and services shall be strictly complied with.

11 NOTIFICATION OF AND LIAISON WITH AFFECTED PARTIES

- 11.1.1 The Contractor shall ensure that the following parties are notified, in accordance with permit/wayleave requirements, of the proposed work:
- 11.1.2 The Local Authority's District Manager (Roadworks).
- 11.1.2 The Electricity Services Head: High Voltage.
- 11.1.3 ESKOM
- 11.1.4 Telkom.
- 11.1.5 Portnet and/or Spoornet as required.
- 11.1.6 The Local Traffic Department.
- 11.1.7 Owners of properties, company representatives and other affected parties.
- 11.1.3 The Contractor shall consult with owners of properties who will be burdened by the activities of the contract (e.g. driveways, well maintained verges, gardens or private irrigation systems).

12 WORKS PROGRAMME AND METHODS

- 12.1 The Contractor shall adhere to the following:
- 12.1.1 The Contractor shall be notified a few days in advance of where work is required to be performed. A time and meeting place will be arranged for viewing and discussion of the work required.
- 12.1.2 The Contractor shall be provided with a list of works required at individual sites. It is expected that the Contractor adhere to this instruction. In the event that the Contractor observes additional work (at individual sites) not recorded on the list, then he must obtain approval for such further works from the Electricity Services Representative;
- 12.1.3 The Contractor shall provide the Electricity Services Representative with a detailed works programme, listing work site, commencement date of works, and expected finalization date for works.
- 12.1.4 Based on this information a Work Permits shall be issued by the Electricity Services Representative to the appointed authorised Responsible Person for each section of work required to be done. No work shall be undertaken without prior approval of the Electricity Services Representative. Thereafter work shall commence.
- 12.1.5 The Contractor must record all works carried out, and on completion forward the record to the Electricity Services Representative.

13 INSPECTION AND MEASUREMENT OF WORK

- 13.1 For each section of the work, the Contractor shall notify the Electricity Services Representative when his work is ready for inspection at the following stages:
- 13.1.1 The Contractor shall notify the Electricity Services Representative of when HV servitude clearing has taken place, and when the cleared areas are ready for inspection.
- 13.1.2 The Contractor shall notify the Electricity Services Representative as to when material removed from the HV servitude can be inspected at the approved municipal refuse site.
- 13.2 The Contractor will only be allowed to continue with specified work after acceptance of each completed stage as specified above.

13.3 The Electricity Services Representative will inspect at each completed stage of the work and endorse the prescribed Order and Measurement Schedule before acceptance of the Contractor's work. NO payment can be authorised without acceptance of the Order and Measurement Schedule by the Electricity Services Representative.

13.4 Matters arising from work carried out by the Contractor which is not adequately addressed will be detailed by the Electricity Services Representative on a "Snag List". The Contractor will be required to successfully address all outstanding issues on the "Snag List". Council reserves the right to withhold monies to cover expenses it might incur in the event of the Contractor not successfully addressing all the outstanding issues on the "Snag List".

14 SUBMISSION OF INVOICES

14.1 The Contractor will be required to submit invoices and the prescribed Order and Measurement Schedules in an approved format on completion of the work for which he will be held responsible. The invoices and Order and Measurement Schedules will be scrutinized and approved for payment by the Electricity Services Representative, after approval an invoice must be submitted to the City of Cape Town's Accounts Payable Department.

15 ALLOCATION OF WORK n/a

16 ACCOMMODATION OF TRAFFIC

16.1 All traffic accommodation shall be in accordance with the Site Manual: Safety at Roadworks in urban areas (latest edition), published by the Department of Transport.

16.2 The Contractor shall adhere to all traffic regulations and co-ordinate his activities with officials of the local Traffic Department.

16.3 No Contractor may close any road without obtaining permission from the local Traffic Department.

16.4 The Contractor shall provide safe pedestrian access in all directions across the worksite in such a manner as to accommodate wheelchairs, pushcarts, prams and shopping trolleys.

16.5 Open trenches shall be barricaded on both sides at all times by using orange meshed barrier screen or red and white barrier tape applied at 600 mm and 1 200 mm above ground.

16.6 In areas of high pedestrian activity (e.g. Central Business areas) the Contractor shall be required to install an orange meshed barrier screen from ground level up to a height of 1 200 mm along the entire length of the trench.

16.7 The Contractor shall be responsible for the safety of the public and liable for any accident or injury to any member of the public as a direct result of ongoing contract work.

16.8 Where barricading of excavations protrudes onto the roadway, flashing yellow lights shall be in operation at night in addition to highly visible road signs.

16.9 The Contractor shall provide and appropriately position (in accordance with the requirements of the local Traffic Department) for the duration of the work on site, an adequate supply of the following:

- "Men Working" road signs.
- Traffic redirection road signs.
- Orange traffic cones.
- Flashing yellow lights.
- White drums with reflective stickers.
- Vertical chevron plates supported by sandbags.
- Orange meshed barrier screen.
- Any additional protective equipment required due to particular site circumstances or as instructed by this Electricity Services Representative.

16.10 All the above-mentioned equipment shall be made available for inspection by the Electricity Services Representative prior to commencement of work.

17. CONTAMINATION OF GROUND

- 17.1 The Contractor shall take all precautions to ensure that no soil is contaminated with petrol, oil or any other substance that is harmful to the environment.
- 17.2 The Contractor shall remove any soil, which in the Electricity Services Representative's opinion the Contractor had caused to become so contaminated, shall dispose of it and shall replace it with uncontaminated soil, as instructed by the Electricity Services Representative.

18 WORK TO BE SUPERVISED BY A QUALIFIED REPRESENTATIVE

- 18.1 The carrying out of all work included in this Contract shall be supervised throughout the currency of the Contract by a qualified and authorised representative of the Contractor who has had thorough experience in the type of work covered by this Specification at each work site. Such persons must be authorised in writing by the CCT as a Responsible Person in terms of NRS 040 to be submitted at tender stage.

19 CONTACTABILITY OF SITE SUPERVISION

- 19.1 Site supervisors must be provided with cell-phones to facilitate easy communication with members of the Electricity Services Department. The Electricity Services Department must be provided with a list of all phone numbers on commencement of the contract.

20 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY(N/A)**21 CONTRACTORS YARD AND OFFICE**

- 21.1 The successful Tenderer may provide lock-up facilities for his equipment and may construct an office to the Electricity Services Representative approval for his own use and shall make his own arrangements if he requires a telephone.

22 PERSONNEL, VEHICLE AND EQUIPMENT REQUIREMENTS

- 22.1 The following number of staff, tools, equipment and vehicles shall be available to be utilised for the work specified in this tender: **Please be advised the following items in the list below is just a guideline of what is needed to perform optimally during the execution of the tender.**

- 22.1.1 Personnel :
- 22.1.2 2 x Supervisors who are NRS 040 Certified
- 22.1.3 1 x Registered Pest Control Operator
- 22.1.4 6 x Small Plant Operators (Chainsaw/ Brush cutter/ Lawnmower)
- 22.1.5 6 x Labourers

- 22.2 Vehicles:
- 22.2.1 1 x 5 ton truck,
- 22.2.2 1 x 1 ton 4x4 truck

- 22.3 Equipment/tools:
- 22.3.1 4 x chainsaws
- 22.3.2 4 x brush cutters
- 22.3.3 4 x lawnmowers
- 22.3.4 8 x bush knives
- 22.3.5 8 x shovels
- 22.3.6 4 x rakes
- 22.3.7 4 x knapsacks
- 22.3.8 4 x ropes
- 22.3.9 4 x safety harnesses
- 22.3.10 2 x climbing spikes
- 22.3.11 2 x ladders

- 22.4 The personnel requirements specified in 22.1.2, to 22.1.3 may be performed by the same persons.

- 22.5 Similarly the personnel requirements specified in 22.1.4, and 22.1.5 may be performed by the same persons.

- 22.6 Tenderer's are referred to Returnable Schedule F. 13 – Annexures A to D to be completed for

Functionality/responsiveness for scoring purposes.

23 SITE FACILITIES

- 23.1 The Contractor will be responsible for ensuring that adequate potable drinking water is available on site at all times, and that arrangements are made to ensure that workers have access to latrine facilities (see Clause 6 of Addendum C: Health and Safety Document).

24 TOOLS AND EQUIPMENT

- 24.1 All tools, equipment including ladders, chain saws, brush cutters, safety boards, etc. must be supplied and transported to site by the Contractor.

25 PROTECTIVE CLOTHING

- 25.1 The Contractor must provide all protective clothing for employees under his control. This is to include overalls, boots and any other protective clothing required.
- 25.2 A well maintained and stocked first aid box supplied by the Contractor shall always be made available for use in case of emergency at the worksite.

26 WORKMANSHIP AND BEHAVIOUR

- 26.1 The quality of work must be of the highest standard, and shall be guaranteed for a minimum period of twelve (12) months.
- 26.2 Employees of the Contractor are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that would reflect professionalism.
- 26.3 Any potential inconvenience to any member of public e.g. driveway crossings must be discussed with the member of public in question before the commencement of work.

27 LIABILITY FOR DAMAGE

- 27.1 The Contractor shall be responsible for, and make good at his own expense, all damage caused to the site and services on the site during the execution of the specified work.

28 TOOLS AND EQUIPMENT

- 28.1 All tools, equipment including ladders, chain saws, brush cutters, safety boards, etc. must be supplied and transported to site by the Contractor.

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- 31.1 The Contractor shall be responsible for, and make good at his own expense, all damage caused to the site and services on the site during the execution of the specified work

ADDENDUM A:

SPECIFICATION PZD: CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE SERVITUDES

GENERAL

This specification is for the clearance of high voltage line servitudes and Substations within the City of Cape Town Electricity Services Department (High Voltage) jurisdiction.

The following technical and legal documentation applies:

1. The Occupational Health and Safety Act 85 of 1993 – the latest amendment to be obtained from the Department of Labour.
2. NRS 060:2005 Rationalized User Specification, “Code of Practice for clearances for electrical systems with rated voltages up to and including 145 kV, for the safety of persons”.
3. “City of Cape Town – Electricity Services High Voltage Overhead Lines”, map as printed on the 18th March 2016. The map is a restricted document and is provided to tenderers solely for purpose of tender.
4. Specification PZE: The Pruning of Trees.

It is envisaged that servitudes shall be cleared in both rural and urban settings. The technical and legal documentation (above), and the content of this specification, applies to both settings.

In the instances where the correct course of action would be the pruning of trees, then this specification (PZD: HV Servitude Clearance) is to be read along with Specification PZE: The Pruning of Trees (the safety requirements in PZD are not to be deviated from when pruning trees in terms of PZE).

PZD.1 RESPONSIBLE PERSONS

All conditions in terms of the relevant legislation with respect to the authorisation of Responsible Persons shall be adhered to.

In addition to the above, it is for the Contractors responsibility that he or she shall consult directly and in person with the Electricity Services Representative – responsible for the work to be performed in terms of this tender and tender specification – that all safety and legal requirements are met for the **work to be performed, and that the works can in fact proceed.**

All authorization shall be in written form, dated, signed, and in a permanent register. Copies of authorization shall be forwarded to the Contractor and the CCT Representative.

PZD.2 PRESCRIBED CLEARANCES

The following clearances are prescribed. The clearances are extracted from the relevant legislation and technical documentation as listed in PZD.1 (NRS 060:2005).

Minimum safety clearances

Minimum safety clearances shall not be approached or intruded upon in terms of this specification. The minimum safety clearances are merely mentioned for informational purposes.

No.	Voltage (kV)	Minimum Clearance (m)	Safety
1	7.2 kV	0.15	
2	12 kV	0.20	
3	24 kV	0.32	
4	36 kV	0.43	
5	48 kV	0.54	
6	72 kV	0.77	

No.	Voltage (kV)	Minimum Clearance (m)	Safety
7	100 kV	1.00	
8	145 kV	1.45	

TABLE 1: Minimum safety clearances for system voltages (including 10% over-voltage).

The Contractor and / or Responsible Person shall at all times refer to working clearances when performing HV servitude clearance. **(See Table 2).**

Working clearances

Contractors shall be aware of both the vertical and horizontal working clearances required for the activities to be undertaken in terms of this tender document (and associated technical specifications).

The “working clearance” is defined as the straight-line distance in air between the live part (i.e. the power-line conductor, bushing, insulator etc.) and the position of the person working on the system.

The working clearances (vertical and horizontal) shall be calculated in the following way:

- Vertical working clearance = 2.4 m + object clearance + minimum safety clearance.
- Horizontal working clearance = 1.4 m + object clearance + minimum safety clearance.

The “*object clearance*” is the length of the implement to be used in the servitude clearance exercise.

The contractor must include the object clearance (in meters) as required by Table 2.

Rated Voltage (kV)	Minimum Working Clearance (m)	
	Vertical	Horizontal
< 1.1 Kv	2.55* + object clearance	1.55* + object clearance
3.6 Kv	2.55 + object clearance	1.55 + object clearance
7.2 Kv	2.55 + object clearance	1.55 + object clearance
12 kV	2.60 + object clearance	1.60 + object clearance
24 Kv	2.72 + object clearance	1.72 + object clearance
36 kV	2.83 + object clearance	1.83 + object clearance
48 kV	2.94 + object clearance	1.94 + object clearance
72 kV	3.17 + object clearance	2.17 + object clearance
100 kV	3.40 + object clearance	2.40 + object clearance
145 kV	3.85 + object clearance	2.85 + object clearance

TABLE 2: Working clearance with respect to rated voltage.

NRS 060:2005 does not provide data for working clearances for voltages below 1.1 kV. The values as provided in Table 2 shall, however, apply in terms of this specification.

The Contractor and / or Responsible Persons are specifically directed to Part 6 of NRS 060:2005: Structures and Equipment outside a substation. Particular emphasis is placed upon Part 7.3: Climbing Spaces. The Electricity Services Representative shall provide his consent (based upon his personal evaluation of the situation at hand) before any workperson may climb or scale any high voltage support structures (such as high voltage power-line towers, poles etc.).

The contractor must pay special attention to conductor displacement (i.e. conductor sway due to the effects of wind etc) when evaluating working clearances.

Servitudes and Rights of Way

The Contractor and / or Responsible Persons are directed to Part 10 of NRS 060:2005.

The following servitude widths shall apply, and are measured from the centre points of the power lines (Table 3):

Rated Voltage (kV)	Building Distance (m)	Restriction	Power-line Distance (m)	Separation
12 kV	9		12	
24 kV	9		12	
36 kV	11		15	
48 kV	11		15	
72 kV	11		15	
100 kV	11		15	
145 kV	15.5		21	

TABLE 3: Servitudes and rights of way.

PZD.3 LOCATION OF THE WORKS

The work to be undertaken will take place at the HV servitudes listed in Table 4 and Table 5 below.

The map "City of Cape Town – Electricity Services High voltage Overhead Lines" indicates the geographical location of the works. (Map will be made available at the briefing session or may on request be obtained from the Electricity Services Representative).

No.	Line ID	Voltage	No. Structures	Line Length	Servitude Width (measured from centre of power line)
1	Athlone - Philippi	132 kV	15	3.500 km	15.1 m
2	Philippi – Grassy Park	132 kV	36	7.662 km	15.1 m
3	Philippi – Gugulethu	132 kV	20	4.620 km	15.1 m
4	Gugulethu – Mitchell's Plain	132 kV	22	3.850 km	15.1 m
5	Mitchells Plain – Steenbras	132 kV	143	34.981 km	15.1 m
6	Dassenberg - Midlands	33 kV	76	11.600 km	11 m
7	Platteklouf – Elsie's River	66 kV	24 + 41	5.500 km	No servitude registered
8	Elsies River – Tiervlei	66 kV	23	Approx. 6.634	No servitude registered
9	Stikland - Oakdale	66 kV	28	5.100 km	11 m
10	Stikland – Bellville South	66 kV	12 (11 shared)	3.456 km	11 m
11	Stikland – Triangle	66 kV	21 (shared)	4.308 km	11 m (lattice structures)
12	Oakdale – Doordkraal	66 kV	6	1.059 km	11 m
13	Oakdale – Triangle	66 kV	31 (11 shared)	3.588 km	9 m (single line mono structures) and 11 m (lattice structures)
14	Bellville South – Triangle	66 kV	19	2.700 km	11 m (lattice structures)

No.	Line ID	Voltage	No. Structures	Line Length	Servitude Width (measured from centre of power line)
15	Triangle – City	66 kV	34	2.260 km	9 m
16	Briers – Langeberg	66 kV	8 (5 shared)	1.000 km	No servitude registered
17	Langeberg - Eversdale	66 kV	9 (5 shared)	1.000 km	No servitude registered
18	Stikland - Brackenfell	66 kV	2	0.100 km	11 m

TABLE 5: The location of works in terms of HV SUBSTATIONS.

Substation	Mnemonic	Area	MS or SW or Main and Switch Station
Athlone	ATHLN	North	SW
Athlone Power Station		North	SW
Atlantis	ATLTS	North	SW
Bellville South	BLVLS	East	Main and Switch
Bisschop Road	BSCHP	South	MS
Bofors	BOFRS	North	MS
Bonteheuwel	BNTHL	North	MS
Boston	BOSTN	East	MS
Brackenfell	BKNFL	East	MS
Broad Road	BROAD	North	MS
Century City	CNCTY	North	MS
City East	CITYE	East	MS
City (Hudson Street)	CITY	North	MS
Clovelly	CLVLY	South	Main and Switch
Constantia	CNSTA	South	Main and Switch
Constitution Street	CNSTN	North	MS
Dassenberg	DSNBG	North	SW
Depot	DEPOT	North	MS
Doordekraal	DDKRL	East	Main and Switch
Durbanville	DBNVL	East	MS
Eastridge	ESTRG	South	MS
Eisleben Drive	ESLBN	South	Main and Switch
Elsies River	ELSRV	East	Main and Switch
Epping	EPPNG	South	Main and Switch
Eversdal	EVSDL	East	Main and Switch
Foreshore	FRSHR	North	Main and Switch
Gardenia	GRDNA	North	MS
Gateway (Distributio	GATEW	North	MS
Gordons Bay	GRDBY	East	Main and Switch
Grassy Park	GRSYP	South	Main and Switch
Greenpoint	GRNPT	North	MS
Grosvenor	GRSVR	North	MS
Gugulethu	GGLTU	South	Main and Switch
Helderberg	HLDBG	East	MS
Jan Smuts Drive	JNSMT	North	MS

Substation	Mnemonic	Area	MS or SW or Main and Switch Station
John Dreyer	JNDRY	North	MS
Kensington	KNSTN	North	MS
Kraaifontein	KRFTN	East	Main and Switch
Langeberg	LNGBG	East	Main and Switch
Langverwacht	LNGVW	East	Main and Switch

Lansdowne	LNSDN	South	MS
Loch Road	LOCH	South	Main and Switch
Lourens River	LRSRV	East	SW
Maitland	MTLND	North	Main and Switch
Marais	MRAIS	East	Main and Switch
Midlands	MDLND	North	Main and Switch
Milnerton	MLNTN	North	MS
Mitchells Plain	MTCHP	South	Main and Switch
Monteque Gardens	MNTGN	North	Main and Switch
Morgan Gronde	MORGR	East	MS
Mouilli Point	MLIPT	North	MS
Muizenberg	MZNBG	South	Main and Switch
N1	N1	East	Main and Switch
Newfields	NEWFD	South	Main and Switch
Newlands	NWLDS	South	Main and Switch
Oakdale	OAKDL	East	Main and Switch
Observatory	OBSVY	North	MS
Paardevlei	PRDVL	East	SW
Parow South	PRSTH	East	Main and Switch
Pelikan Park	PELPK	South	MS
Perkins Road	PERKN	North	SW
Phillipi	PHLPI	South	SW
Piers Road	PIERS	South	MS
Retreat	RETRT	South	MS
Richmond Estate	RCHMD	East	MS
Roggebaai	ROGBI	North	Main and Switch
Rosmead Avenue	ROSMD	South	Main and Switch
Sacks Circle	SANS	East	Main and Switch
Sampson	SMPSN	North	MS
Sea Point	SEAPT	North	MS
Somerset West	SMRST	East	Main and Switch
Spine Road	SPINE	South	MS
Steenberg	STNBG	South	MS
Strand	STRND	East	Main and Switch
Sun Valley	SNVLY	South	MS
Tamboerskloof	TMBKL	North	MS
Tiervlei	TIRVL	East	Main and Switch
Triangle	TRNGL	East	Main and Switch
Tygerberg Hospital	TYGBH	East	MS
Uitkamp	UTKMP	East	Main and Switch

Substation	Mnemonic	Area	MS or SW or Main and Switch Station
Vanguard	VNGRD	South	MS
Weltevreden Valley	WLTVN	South	MS
Westhof	WSTHF	East	Main and Switch
William Gourley	WGRLY	North	MS
Woodstock	WDSTK	North	Main and Switch

PZD.4 NATURE OF THE WORKS

General

Indigenous vegetation is to be left in an undisturbed state as possible. Exotic vegetation may be removed in accordance with this specification.

- i) No tree shall be allowed to grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line or to grow in such a manner as to endanger the line should the tree fall or be cut down.
- ii) Indigenous vegetation that does not grow high enough to cause interference with overhead power lines or cause a fire hazard in any plantation or lands, shall not be cut or trimmed, unless it is growing in the road access area and then only at the discretion of the City of Cape Town Electricity Services Department (HV).
- iii) Where possible, vegetation clearance for servitudes shall be performed so that the servitude boundaries are curved and undulating (figure 1):

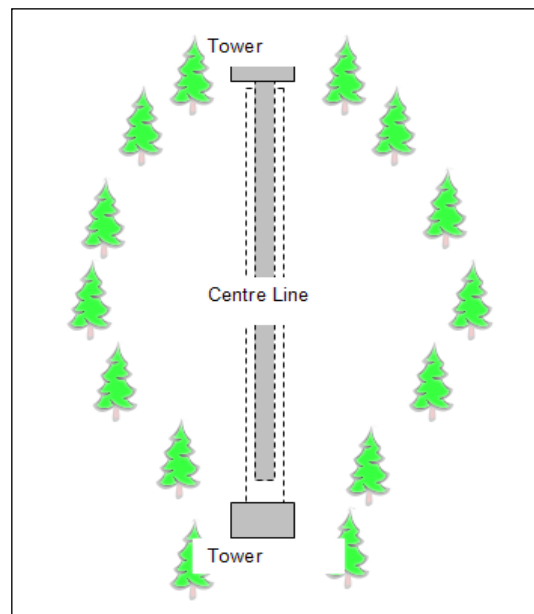


Figure 1: Curved and undulating servitude clearance technique

- iv) Deep valleys and sensitive areas that do not allow vehicle access, or protected areas shall not be cleared of indigenous vegetation, provided that the indigenous vegetation poses no threat to the operation and reliability of the power line and does not constitute a fire hazard to any plantation or lands.
- v) Reasonable measures to prevent soil erosion shall be implemented at all times. If soil erosion does take place within the servitude as a direct result of an act or omission by any party, that party shall implement corrective measures in consultation with the other party and shall bear the costs of the corrective measures. Trees, shrubs, grass, natural features and topsoil that are not removed shall be protected from damage during operations. Scalping of the earth or any unnecessary disturbance shall not be allowed in any clearing operation.
- vi) Rivers, water courses and other water bodies shall be kept clear of felled trees, bush

- cuttings and debris. The integrity of river-banks shall be maintained.
- vii) Burning or the lighting of fires is not permitted within or near servitudes.
 - viii) Smoking of cigarettes, pipes or any other apparatus is not permitted during HV servitude clearance.
 - ix) Vegetation shall be cleared to a distance of 5 meter around the HV line support structure **(Figure 2).**

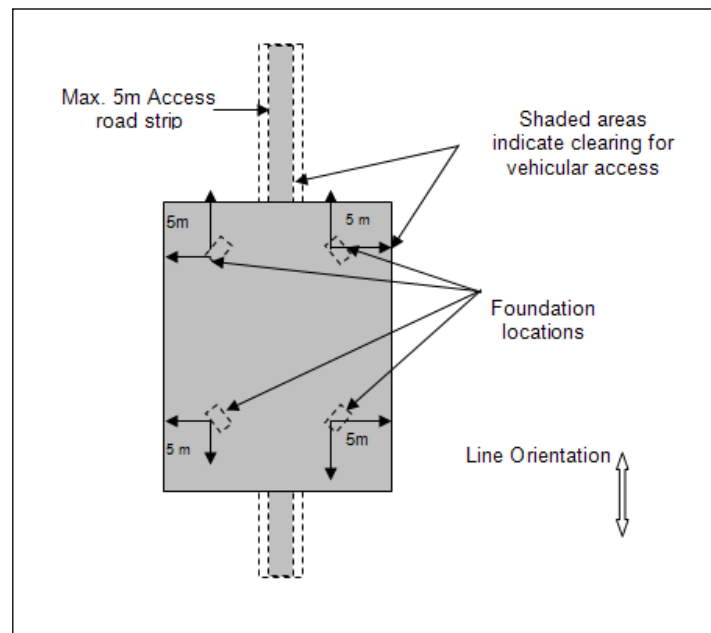


Figure 2: Vegetation clearance around HV support structures.

- x) Where it is desirable to cut trees beyond the servitude width, the consent of the owner shall be obtained where no special agreement exists.

Indigenous bush and trees

- i) Various species of indigenous trees and bush on private land are protected by law (National Forest Act, 1998 (Act 84 of 1998)) in terms of which it is necessary to obtain a permit from the relevant authority in order to cut them.
- ii) Provincial ordinances shall be adhered to where it is absolutely essential to cut protected indigenous trees. The necessary permits as well as the owner's written consent shall be obtained prior to commencement of any work.
- iii) Where there is any doubt as to whether a tree species is protected or not, the Department of Environmental Affairs and Tourism or the City of Cape Town Electricity Services Department shall be consulted.

Tree and bush cutting

Item	Standard	Follow up
Trees within the servitude	All trees that will, and have attained a height in excess of 3 m –	Re-growth to be treated with herbicide
	a) cut tree to within 100 mm of the ground if possible b) otherwise prune the tree to within a minimum 3 m radius from the nearest HV conductor, not allowing the tree to achieve a maximum height of 90% of its horizontal distance from the nearest conductor. Treat stumps with herbicide	

Item	Standard	Follow up
Trees outside of the servitude	Should trees grow to a height – that should they fall and be able to strike an HV conductor – then such trees should be cut to within 100 mm of the ground, if possible Otherwise, prune the tree to a height limited to 90% of the horizontal distance of the tree from the HV conductor Treat stumps with herbicide	Selective trimming
Exotic and invaders and other fast growers	Cut at 100 mm above ground level, treat stumps with herbicide Clear the whole servitude width	Re-growth to be treated with herbicide
Access to the servitude	Clear all trees at ground level, treat stumps with herbicide, grass growth to be encouraged	Re-growth to be treated with herbicide
5 m around self supporting structures and within tower position (10 m in forest plantations)	Clear all trees and bush at ground level. Cut stumps and treat with herbicide	Re-growth to be treated with herbicide
5 m around mast foundation stay areas (10 m in forest plantations)	Clear all trees and bush at ground level. Cut stumps and treat with herbicide	Re-growth to be treated with herbicide

Table 5: Tree and bush cutting guideline.**The following shall be adhered to:**

- i) Vegetation that intrudes to within 2.5 metres of the nearest HV conductor shall not be removed or pruned with the power line energized – this applies to all voltages mentioned in this specification. The Contractor shall inform the City of Cape Town Electricity Services Department of this dangerous condition. In some instances, and only with the informed consent of the Electricity Services Representative, may the 2.5 metre intrusion limitation be reduced to 1.5 metres. The Electricity Services Representative shall personally evaluate the clearance between the conductor and the vegetation before providing his or her consent.
- ii) Any tree taller than the nearest overhead HV conductor height which is within the fall area of the nearest overhead HV conductor shall first be reduced to a safe height (not exceeding the nearest overhead HV conductor height) before felling:
 - The crown of the tree shall be reduced to the safe height by cutting off all branches before cutting the upper trunk into 1 metre sections.
 - The cut branches and trunk sections shall be lowered to the ground by ropes. The cut portions are not allowed to fall naturally to ground level.
- iii) Arrangements must be made with the Electricity Services Representative for the power-line to be de-energised prior to the felling of large trees (trees taller than the nearest overhead HV conductor height) if the possibility exists that the tree, or parts of the tree, may come into contact with or encroach the safety clearance of the HV overhead conductors during the felling process. No work may proceed until permission has been received by the Contractor from the Electricity Services Representative.
- iv) No tree may be felled if there is a risk of the tree falling on property adjacent to the servitude, unless proper arrangements have been made between the Contractor and the adjacent property owner.
- v) In both urban and rural areas – the owner of the vegetation to be pruned or removed should be consulted prior to any such action.
- vi) **PZD.8** contains a notice that shall be provided to the owners of vegetation to be pruned or cut from high voltage line servitudes.

Illegal occupants within servitudes

In some instances illegal occupants may be present within the HV servitudes.
 Illegal occupants shall at all times be treated with the utmost of respect and civility.
 Illegal occupants shall be addressed in their language of choice, and by a person conversant with the applicable protocols of respect and custom.

PZD.9 contains a notice that can be provided to illegal occupants within HV servitudes. The notice should be provided to the owner of the dwelling present in the HV servitude. The person providing the notice to the owner of the dwelling is obliged to inquire whether he / she should read the notice to the owner of the dwelling.

Under no circumstances are Contractors permitted to threaten illegal occupants (with forced removal or prosecution), or interfere with their possessions. The Contractor is merely obliged to indicate the possible dangers of living within a HV servitude.

Access to servitudes

No Contractor shall access HV servitudes unless permission has been obtained from the City of Cape Town Electricity Services Department High Voltage Division and any other affected persons (affected persons are persons who have some right or interest in the property upon which the servitude is registered).

Removal of material from servitudes

All vegetation cut from the servitudes during the clearing operation shall be removed to approved municipal refuse sites.

No material shall be retained or sold to bystanders or other entities.

Approved municipal refuse sites shall be indicated to the Contractors by the City of Cape Town Electricity Services Department (HV).

PZD.4 SPECIFIC CONDITIONS OF WORK

- i) The Contractor must provide his employees / workers with suitable ablution facilities
- ii) The Contractor must have adequate fire-fighting equipment on site.
- iii) The Contractor must submit a detailed works programme to the Electricity Services Representative thereafter a permit must be issued to the Contractor prior to works beginning.
- iv) The Contractor and his supervisors must have cellular telephones so that the Electricity Services Department may contact them if required
- v) Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-Contractors, the Electricity Services Representative reserves the right to inspect and monitor working methods and plant operation to ensure that safe working practices are being adhered to at all times.
- vi) The Contractor, his representatives and workmen shall at all times and in all ways comply with the City of Cape Town – Electricity Services MV/HV Operating Regulations.
- vii) Actual working hours are to be agreed with the Electricity Services Representative in order to ensure that power-line outages are kept to a minimum.
- viii) Steel wire ropes and metal extension ladders shall not be brought into, or used within the HV power-line servitudes and HV substation grounds.

PZD.5 ACKNOWLEDGEMENTS

The Contractor (in writing) before commencement of the work:

Acknowledges that:

- i) The Contractor is aware of the dangers involved in clearing bush in or around power lines and the dangers of the spread of fire.
- ii) The Contractor is aware that some of the work will take place in unsafe areas and that the Contractor will make the necessary arrangements to safeguard his work activity.
- iii) The Contractor understands and will comply with the City of Cape Town Electricity Services procedures.
- iv) The Contractor understands that all work must be carried out under the direct supervision of a competent person who has been authorised as a Responsible Person by the relevant City of Cape Town Electricity Services representative, in writing in terms of the City of Cape Town – Electricity Services MV/HV Operating Regulations.
- v) The Contractor is a competent person and is a registered pest control operator or shall ensure that any chemical clearing shall be done under the supervision of a registered

- pest control operator.
- vi) The Contractor is able to and shall comply with all legislation pertaining to the nature of the work to be done and all things incidental thereto.

PZD.6 PAMPHLET FOR THE PRUNING OR REMOVAL OF TREES IN HV LINE SERVITUDES

Dear Sir/Madam The City of Cape Town Electricity Services Department wishes to inform you of a potentially hazardous situation on your property An investigation has revealed that vegetation is violating legislated safety clearances with respect to the high voltage power-line servitude located on or alongside your property. The City of Cape Town Electricity Services Department wishes to obtain your consent in order to carry out the safe pruning of, and / or removal of the offending vegetation. For your own safety, and the security of the electrical supply to the City of Cape Town, we would appreciate your cooperation. Yours faithfully	Geagte Bewoner Stad Kaapstad se Direktoraat van Elektriesiteitsdienste gee hiermee kennis van 'n potensiële gevaarlike situasie wat mag bestaan op u eiendom. Ondersoek te plaatse dui daarop dat indringer plantegroei die neergelegde veilige sones en servitite in die omgewing van hoogspanningskraglyne op u of aanliggende eiendomme oorskrei. Die Kaapstad Elektriesiteitsdienste verlang hiermee u toestemming vir die snoei en beveiliging en moontlike verwydering van die indringer plantegroei en bome. Vir u eie veiligheid en die onderhoud van die elektriese toevoer aan die Stad Kaapstad, sal u samewerking in hierdie waardeer word. Die Uwe	Mhlali Othandekayo Ofisi lomqondisi jikelele womnyango kagesi ngaphansi kwe dolobha lase Kapa ufisa ukunazisa ngesimo esiyingozi enigase nihlangabezane naso endaweni enakhe kuyo. Uphando olwenziweyo luveze ukuthi izitshalo ezikulendawo zenza kuphazamiseke imigomo yezokuphepha eqondene nolayini kagesi ozinze eduze kwendawo yenu yokuhlala I ofisi lomqondisi jikelele womnyango kagesi wedolobha lase Kapa ufisa ukhuthola imvume yenu ukuze aqhubeke nokuphungula noma azisuse lezi izitshalo ezingadingeki Ukuze kuqapheke ukuphepha kwezakhamizi kanye nokhuseleko lokuphakela ugesi kwidolobha lase Kapa, siyokubonga ubambiswano lwenu nathi. Ozithobayo	Mhlali Othandekayo Umqondisi weenkonzo zombane wesixeko saseKapa uthanda ukukwazisa ngomba oyingozi okwindawo ohlala kuyo. Uphando olwenziweyo lufumanise okokuba izityalo ezikulendawo ziphazamisana nomthetho wokhuseleko oqulunqiweyo omalunga neentambo zikagesi ezikufutshane kwindawo ohlala kuyo. Umqondisi weenkonzo zombane wesixeko saseKapa uthanda ukufumana imvume yakho ukuze akwazi ukucheba okanye asuse izityalo eziphazamisayo. Ukuze ukhuseleke kunikelo lombane kwisixeko saseKapa, singayivuyela intsebenziswano yenu. Ozithobileyo
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PZD.7 PAMPHLET FOR INFORMING ILLEGAL OCCUPANTS LIVING IN HV LINE SERVITUDES OF THE DANGERS INVOLVED IN DOING SO.

Dear Sir/Madam	Geagte Bewoner	Mhlali Othandekayo	Mhlali Othandekeyo
The City of Cape Town Electricity Services would like to inform you that it is extremely dangerous to put up a house near electric power lines.	Kaapstad Elektrisiteits-dienste wil u in kennis stel dat dit gevaarlik is om 'n huis naby elektriese kraglyne te bou	Inkonzo yombane wesixeko sasekapa uthanda ukukwazisa ukuthi kuyingozi kakhulu ukwakha indlu yakho duzane nezingcingo zikagesi	Inkonzo yombane yesixeko sasekapa ithanda uKukwazisa ukuba yingozi kakhulu ukwakha indlu yakho kufitshane neentambo zikagesi.
The power in the lines can cause extreme injury and even death if the lines should fall onto your house or you or your children should come in contact with the electricity lines	Die krag in die lyne kan ernstige beserings en selfs dood veroorsaak as die lyne op die huis sou val of indien u of u kinders in kontak met die lyne sou kom.	Amandla kagesi atholakala ezingcingweni angalimaza kakhulu futhi angabulala uma izingcingo ziwele ngaphezu kwendlu yakho kumbe uma wean noma izinggane zakho zingathinta izingcingo zikagesi	Amandla kagesi afumeneka ezintanjeni zombane futhi angakanzakalisa kakhulu okanye akubulale xa iintambo zombane ziwela phezu kwendlu yakho okanye xa ziwela wean okanye abantwana.
The City of Cape Town Electricity Services would like to appeal to you to please move your house further than 20 metres from the centre of the overhead lines	Kaapstad Elektrisiteits-dienste wil u graag versoek om u huis verder as 20 m van die middel van die oorhoofse lyne te skuif.	Inkonzo yombane wesixeko sasekapa uyukucela ke manje ukuthi ususe indlu yakho ibangu elingamamitha anga 20 ukusuka endingilizini yezingcingo zikagesi ezihamba phezulu	Inkonzo yombane yesixeko sasekapa iyanicele ukuba nisuse izindlu zenu kumga ongangemithe ezingamashumi amabini ukusuka kwiintambo zombane ezihamba phezulu.
For your own safety we would appreciate your cooperation	Ter wille van u eie veiligheid sal u same-werking waardeer word.	Singajabula kakhulu uma ungasebenzisana nathi ekuphephiseni wean	Singavuya kakhulu ukuba ningasebenzisana nathi ekukhuseleni impilo yenu.
Yours faithfully	Die uwe	Yimina	Ozithobileyo

ADDENDUM B:

SPECIFICATION PZE: THE PRUNING OF TREES

PZE.1 INTRODUCTION

This specification for the pruning of trees near bare-conductor overhead lines is based on various literature sources and was compiled in collaboration with the City of Cape Town -Directorate of Community Services.

The prime literature source is “*Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines*” by Richard W. Harris, 2nd edition (the text contains illustrations sourced from “Arboriculture”). This source, or later editions, may be consulted should further guidance be required. Extracts from ANSI A300: 1995 (Revision Draft 3) are included.

Although the specification is directed at the pruning of trees, a more holistic approach is advocated. In some instances it will be best practice to remove trees growing near to bare-conductor overhead lines (these instances will be discussed below).

The specification insists on the obedience of all mandatory requirements with respect to the pruning of trees near to bare overhead conductors.

The specification insists on the use of the safest practice possible, with respect to personnel, personal, public, private and utility property. In some instances the safest practice possible would be to liaise with better qualified or equipped entities before attempting daunting tasks. This is encouraged, and is implicit to every function discussed within the specification.

PZE.2 DEFINITIONS WITH RESPECT TO PRUNING

Anvil-type pruning tool: A pruning tool that has a straight sharp blade that cuts against a flat metal cutting surface, in contrast to a *hook-and-blade-type pruning tool*

Arborist: A professional who, through experience and related training, possesses the technical competence to provide for or supervise the management of trees and other woody plants in the residential, commercial, and public landscape.

Apical dominance: Inhibition of growth of lateral buds by the terminal bud.

Branch bark ridge: The raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet.

Branch collar: The swollen area at the base of a branch.

Callus: Undifferentiated tissue formed by the cambium layer around a wound.

Cambium: The dividing layer of cells that forms sapwood (xylem) to the inside and inner bark (phloem) to the outside.

Cleaning: Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches to reduce risk.

Climbing spurs: Sharp, pointed devices affixed to a climber's boot used to assist in climbing trees. (syn.: gaffs, hooks, spurs, spikes, climbers).

Closure: The process of woundwood covering a cut or other tree injury.

Crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

Decay: The degradation of woody tissue caused by organisms.

Drop-crotch: Reducing the height of a tree by thinning the terminal to a large lateral.

Espalier: The combination of pruning, supporting, and training branches to orient a plant in one plane.

Establishment: The point after planting when a tree's root system has grown sufficiently into the surrounding soil to support shoot growth and anchor the tree.

Facility: A structure or equipment used to deliver or provide protection for the delivery of an essential service, such as electricity or communications.

Final cut: A cut that completes the removal or reduction of a branch or stub.

Fronde: A leaf of a palm.

Heading: **1)** Cutting a currently growing, or a 1-year-old shoot, back to a bud. **2)** Cutting an older branch or stem back to a stub in order to meet a defined structural objective. **3)** Cutting an older branch or stem back to a lateral branch not large enough to assume apical dominance in order to meet a defined structural objective. Heading may or may not be an acceptable pruning practice, depending on the application.

Hook-and-blade-type pruning tool: A hand pruner that has a curved, sharpened blade that overlaps a supporting hook; in contrast to an *anvil-type pruning tool* (syn.: by-pass pruner).

Horizontal plane: For palms: An imaginary level surface at the base of live frond petioles.

Included bark: bark enclosed between branches with narrow angles of attachment, forming a wedge between the branches.

Internodal cut: A cut located between lateral branches or buds.

Lateral branch: A shoot or stem growing from a parent branch or stem.

Leader: A dominant or co-dominant, upright stem.

Limb: A large, prominent branch.

Lion's tailing: The removal of an excessive number of inner, lateral branches from parent branches. Lion's tailing is not an acceptable pruning practice.

Mechanical pruning: A utility pruning technique where larger-scale power equipment is used to cut back branches rapidly.

Parent branch or stem: A tree trunk, limb, or prominent branch from which shoots or stems grow.

Peeling: For palms: The removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue. (syn.: shaving).

Petiole: A stalk of a leaf or frond.

Phloem: Inner bark conducting tissues that transport organic substances, primarily carbohydrates, from leaves and stems to other parts of the plant.

Pollarding: A specialty pruning technique used on some large-growing deciduous trees. Pollarding is initiated by making internodal cuts to head a young tree. Pollarding is maintained by removing or heading all water sprouts during the dormant season. Not recommended.

Pre-cut: The two-cut process used to remove a branch portion before the final cut is made in order to prevent splitting or bark tearing in the parent stem.

Pruning: The removal of plant parts.

Qualified line-clearance tree worker: A tree worker who, through related training and on-the-job experience, is

familiar with the techniques in line clearance and has demonstrated his/her ability in the performance of the special techniques involved. This qualified person may or may not be currently employed by a line-clearance contractor.

Qualified line-clearance tree worker trainee: A tree worker undergoing line-clearance tree trimming training, who, in the course of such training, is familiar with the techniques in line clearance and has demonstrated his/her ability in the performance of the special techniques involved. Such trainees shall be under the direct supervision of qualified personnel.

Qualified tree worker: A worker who, through related training and on-the-job experience, is familiar with the hazards of pruning, trimming, repairing, maintaining, or removing trees and with the equipment used in such operations, and has demonstrated ability in the performance of the special techniques involved.

Qualified tree worker trainee: A worker undergoing on-the-job training who, in the course of such training, is familiar with the hazards of pruning, trimming, repairing, maintaining, or removing trees and with the equipment used in such operations, and has demonstrated ability in the performance of the special techniques involved. Such trainees shall be under the direct supervision of a qualified tree worker or arborist.

Raising: Selective pruning to provide vertical clearance.

Reduction: Selective pruning to decrease height and/or spread.

Remote/rural areas: Locations associated with very little human activity, land improvement, or development.

Restoration: Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

Shall: As used in this standard, denotes a mandatory requirement.

Should: As used in this standard, denotes an advisory recommendation.

Stub: An undesirable short length of a branch remaining after a break or incorrect pruning cut is made.

Thinning: Selective pruning to reduce density of live branches or to increase light penetration.

Throw-line: A small, lightweight line with a weighted end used to position a climber's rope in a tree.

Topping: The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice. Also referred to as topping.

Tracing: The reparation of a wound by removing loose bark from in and around the wound.

Urban/residential areas: Locations, such as populated areas including public and private property that are normally associated with human activity.

Utility: An entity that delivers a public service, such as electricity or communications.

Utility space: The physical area occupied by a utility's facilities and the additional space required to ensure its operation.

Vista pruning: Selective pruning to allow a specific view.

Water sprouts: New stems originating from epicormic buds. (syn.: epicormic shoots).

Wound: An opening that is created when the bark of a live branch or stem is penetrated, cut, or removed.

Woundwood: Partially differentiated tissue responsible for closing wounds. Woundwood develops from callus associated with wounds.

Xylem: Wood tissue. Active xylem is sapwood; inactive xylem is heartwood.

Young tree: A tree young in age or a newly transplanted tree.

PZE.3 TREE INSPECTION

Before beginning work and while work is being performed, an arborist, qualified tree worker, or qualified tree worker trainee under direct supervision shall visually inspect each tree. If a condition is observed that requires additional attention, this condition should be brought to the attention of an immediate supervisor or the person responsible for authorizing the work.

PZE.4 TOOLS AND EQUIPMENT

Pruning tools used in making pruning cuts shall be sharp.

Equipment and work practices that damage living tissue and bark beyond the scope of the work should be avoided.

Climbing spurs shall not be used when climbing and pruning trees, except on tree removals, or in emergencies such as aerial rescue.

Climbing spurs may be used only when limbs are more than throw-line distance apart, when the bark is thick enough to prevent damage to the cambium, or when there is no other means of climbing the tree.

PZE.5 PRUNING CUTS

Pruning cuts shall be discretely placed for minimum visibility.

A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub.

A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem.

The final cut shall result in a flat surface with adjacent bark firmly attached.

When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be pre-cut to avoid splitting of the wood or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

A final cut that removes a branch with a narrow angle of attachment should be made from the bottom of the branch to prevent damage to the parent limb.

PZE.6 WOUND TREATMENT

Wound dressings should not be used to cover wounds or pruning cuts, except when recommended for disease, insect, mistletoe, or sprout control, or for cosmetic reasons.

Wound dressings shall not damage the tree.

When repairing bark wounds, only damaged or loose bark should be removed.

PZE.7 PRUNING PRACTICES

General

To obtain the defined objective, the growth cycles and structure of individual species and the type of pruning to be performed should be considered.

Not more than 25 percent of the foliage should be removed within an annual growing season. The percentage and distribution of foliage to be removed shall be adjusted according to the plant's species, age, health, and site.

Pruning cuts should be made in accordance with **Sections 5 and 9.**

Not more than 25 percent of the foliage of a branch or limb should be removed when it is cut back to a lateral. That lateral should be large enough to assume apical dominance.

Heading should be considered an acceptable practice for shrub, specialty, or young tree pruning. Topping and lion's tailing shall be considered unacceptable pruning practices for trees.

Severed limbs shall be removed from the crown upon completion of the pruning, at times when the tree would be left unattended, or at the end of the workday.

Size specifications

A minimum and/or maximum diameter of branches to be removed should be specified to establish the extent of pruning.

Pruning objectives

Pruning objectives shall be established prior to beginning any pruning operation.

Pruning types

Specifications for pruning should consist of, but are not limited to, one or more of the following types.

- a) **Clean:** Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches to reduce risk.
 - Size range of parts, and location in tree, shall be specified.
- b) **Thin:** Thinning shall consist of selective pruning to reduce density of live branches or to increase light penetration.
 - Size range of parts, location in tree, and percentage of foliage to be removed shall be specified.
 - Not more than 25 percent of the crown should be removed within an annual growing season.
 - Thinning should result in an even distribution of branches on individual limbs and throughout the crown.
- c) **Raise:** Raising shall consist of selective pruning to provide vertical clearance.
 - Size range of parts, location in tree, and vertical clearance should be specified.
 - Consult "Guidelines for Provision of Engineering Services in Residential Township", par. 10.8.1, "Vertical Clearances".
- d) **Reduce:** Reduction shall consist of selective pruning to decrease height and/or spread.
 - Size range of parts, location in tree, and clearance should be specified.
 - Consideration shall be given to the ability of a species to tolerate this type of pruning.

PZE.8 YOUNG TREE PRUNING

The reasons for young tree pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. Young trees with a potential to grow into a utility space should be removed or relocated.

- a) At planting
 - Pruning should be limited to cleaning (PZE.7a).
 - Branches should be retained on the lower trunk.
- b) Once established

- A central leader or leader(s) as appropriate should be developed.
- A strong, properly spaced scaffold branch structure should be selected and maintained.
- Rubbing and poorly attached branches should be removed.
- Interfering branches should be reduced or removed.
- Cleaning should be performed (PZE.7a).

PZE.9 SPECIALITY PRUNING TYPES

Consideration shall be given to the ability of a species to tolerate these types of pruning.

Espalier

Branches that extend outside the desired plane of growth shall be pruned or tied back.
Ties should be replaced as needed to prevent girdling the branches at the attachment site.

Pollarding

Consideration shall be given to the ability of the individual tree to respond to pollarding.
Management plans shall be made prior to the start of the pollarding process for routine removal of water sprouts.
Internodal cuts shall be made at specific locations to start the pollarding process. After the initial cuts are made, no additional internodal cut shall be made.
Water sprouts growing from the cut ends of branches (knuckles) should be removed annually during the dormant season.

Restoration

Restoration shall consist of selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
Size range of parts, location in tree, and percentage of water sprouts to be removed should be specified.

Vista pruning

Vista pruning shall consist of selective pruning to allow a specific view.
Size range of parts, location in tree, and percentage of foliage to be removed should be specified.

PZE.10 PALM PRUNING

Palm pruning should be performed when fronds, fruit, or loose petioles may create a dangerous condition (can cause fire risk).
Live healthy fronds, initiating at an angle of 45 degrees or greater from the horizontal plane, should not be removed.
Fronds removed should be severed close to the petiole base without damaging living trunk tissue.
Palm peeling (shaving) should consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.
The use of climbing spurs is prohibited as the spurs leave wounds in the palm tree trunk that never heal in time, and are susceptible to disease and other illnesses.

PZE.11 UTILITY PRUNING

General

The purpose of utility pruning is to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space.

Utility crown reduction pruning

A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub.

A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem.

The final cut shall result in a flat surface with adjacent bark firmly attached.

When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be pre-cut to avoid splitting of the wood or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

A final cut that removes a branch with a narrow angle of attachment should be made from the bottom of the branch to prevent damage to the parent limb.

A minimum number of pruning cuts should be made to accomplish the purpose of facility/utility pruning. The natural structure of the tree should be considered.

Trees directly under and growing into the facility/utility space should be removed or pruned. Such pruning should be done by removing entire branches or by removing branches that have laterals growing into (or once pruned, will grow into) the facility/utility space.

Trees growing along the side and growing into or toward the facility/utility space should be pruned by removing entire branches. Branches that, when cut, will produce water sprouts that would grow into facilities and/or utility space should be removed.

Branches should be cut to laterals or the parent branch and not at a pre-established clearing limit. If clearance limits are established, pruning cuts should be made at laterals or parent branches outside the specified clearance zone.

Mechanical pruning

Cuts should be made close to the main stem, outside of the branch bark ridge and branch collar. Precautions should be taken to avoid stripping or tearing of bark or excessive wounding.

Lateral / Directional pruning

Involves the pruning of a leader back to a lower outward-growing limb (lateral).

For a tree growing directly under a power line the leader is drop-crotched to lower laterals. The top laterals are further pruned to direct subsequent growth away from the conductors.

Branches growing above the conductors are directed up and away from the conductors while those below are directed down and back.

Plant growth regulators may be applied in applicable cases.

PZE.12 ACCEPTABLE PRUNING TECHNIQUES

The following figures have been reproduced from “*Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines*” by Richard W. Harris, 2nd edition. Some of the figures have been modified in the interests of clarity

Heading back

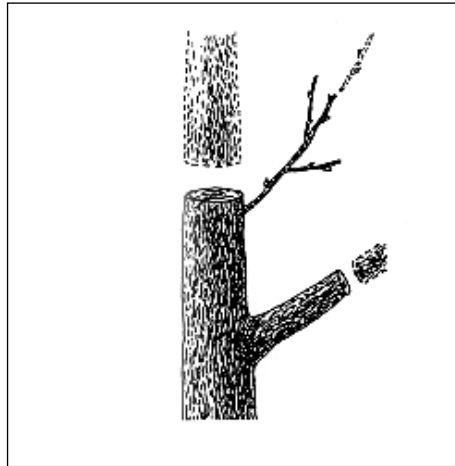


FIGURE 1: Heading back

Heading back is defined as pruning to a stub (lower branch), a small lateral (trunk) or a bud (terminal on small lateral). Heading back affects both the appearance and the growth of the tree. New growth is usually vigorous, upright and dense.

The value of heading back is therefore questioned with respect to utility pruning.

Thinning out

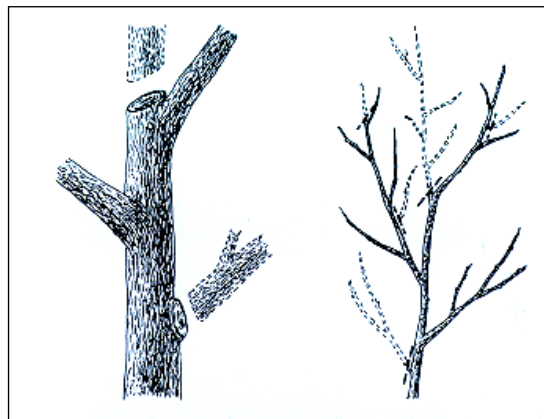


FIGURE 2: Thinning out

Thinning out is the removal of a lateral branch at its point of origin, or the shortening of a branch by cutting to a lateral large enough to assume the terminal role.

Reducing the height of a tree by thinning the terminal to a large lateral is also known as drop-crotching.

Drop-crotching is the preferred means of pruning.

The lateral to which a branch or trunk is cut should have at least one third to one half the diameter of the cut being made. Half is preferred.

Little or no stub remains.

The response to thinning is distributed more evenly throughout the plant than is the response to heading. The plant becomes more open but retains its natural form. Growth is less vigorous after thinning, compared to heading.

Pruning cuts

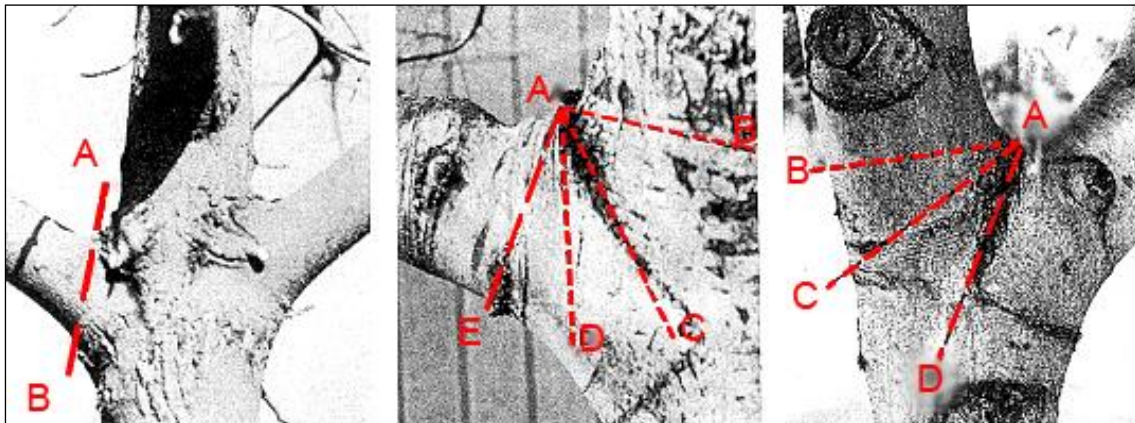


FIGURE 3: Pruning cuts

Flush cuts are not recommended due to their size and the resultant exposure of trunk tissue to the possibility of decay.

Natural target pruning (NTP) is the preferred means.

Pruning cuts are made close to, but beyond the bark ridge and the collar at the base of the branch.

With respect to **Figure 3:**

a) **Left figure**

- Applied when the location of the branch bark ridge (A) and bark collar (B) are readily located.
- Remove the limb by making the final cut (A-B) just to the outside of the branch bark ridge and collar.

b) **Centre figure**

- Applied where the branch collar is not visible or the position of the collar needs to be verified.
- 2 methods to estimate the cut:
 - i) Estimate line (A-B) which is parallel to the branch to be removed, estimate the line of the bark ridge (A-C) – the angle formed between the lines (A-B) and (A-C) equals the angle of the line (A-E) with respect to line (A-C). [Alternatively, angle BAC should equal angle CAE].
 - ii) Obtain the line of the bark ridge (A-C), estimate the path of the imaginary vertical line (A-D) from point A – the angle formed between the imaginary line (A-D) and line (A-C) of the bark ridge equals the angle between the imaginary line (A-D) and the proposed cut-line (A-E). [Alternatively angle CAD should equal angle DAE].
- The pruning cuts are made just outside the bark ridge and branch collar.

- c) If the remaining stub is longer than wanted and / or the final pruning cut with a chain saw must be upwards because of the angle of the cut, the pruning cut can be made outside the branch ridge through the branch collar.

d) **Right figure**

- Relevant to drop-crotching.
- The final cut is to be made along line (A-C).
- Locate the branch bark ridge (A-D) and the line perpendicular to the branch to be removed by the cut (A-B).
- Line (A-C) bisects the angle formed by the lines (A-D) and (A-B).
- If in doubt, cut closer to line (A-B) than line (A-D). Cutting too close to (A-D) will weaken the remaining limb or branch attachment.

Application of hook-and-blade shears

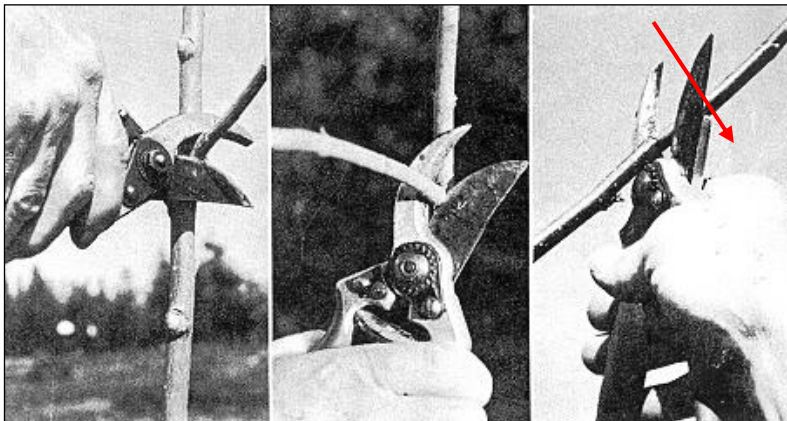


FIGURE 4: Application of hook-and-blade shears to small branches

Close cuts can be made by placing the blade against the bark ridge of the limb to be removed. A closer cut is achieved by placing the blade against the trunk, branch or limb that is to remain. Close cuts reduce the number of shoots that may grow near the pruning cut.

To avoid splitting out when thinning a terminal to a lateral – leave a short stub and cut upwards. Avoid crushing plant tissue with the anvil of the shears by ensuring the blade is keen, and utilising the correct cutting procedures.

With respect to Figure 4 – less effort is required when the blade cuts up (left pane) or diagonally (center pane), instead of down. Diagonal cuts must be 5 mm above the bud (right pane, indicated by the red arrow).

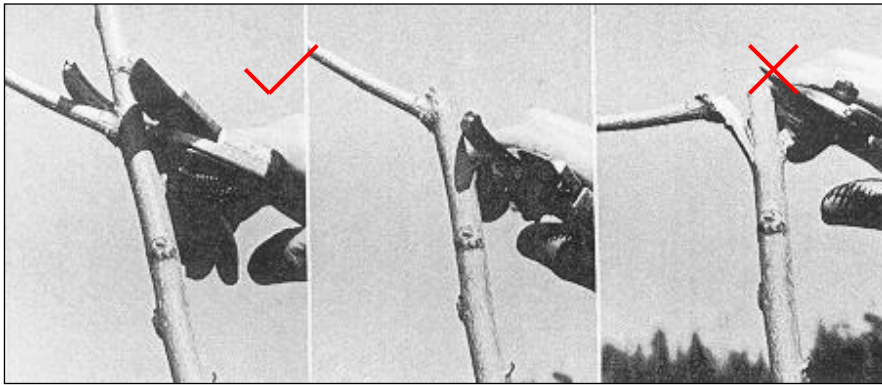


FIGURE 5: Application of hook-and-blade shears when cutting back to laterals

With respect to Figure 5, place the anvil of the shears in the crotch and cut up parallel to the direction of the lateral. The blade of the shears should be keen. Leave a short stub so that the branch bark ridge of the lateral is not injured or cut. The correct procedure is indicated in the left pane with the affirming tick. Failure to adhere to this technique will usually result in tragedy (right pane).

Hiding pruning cuts

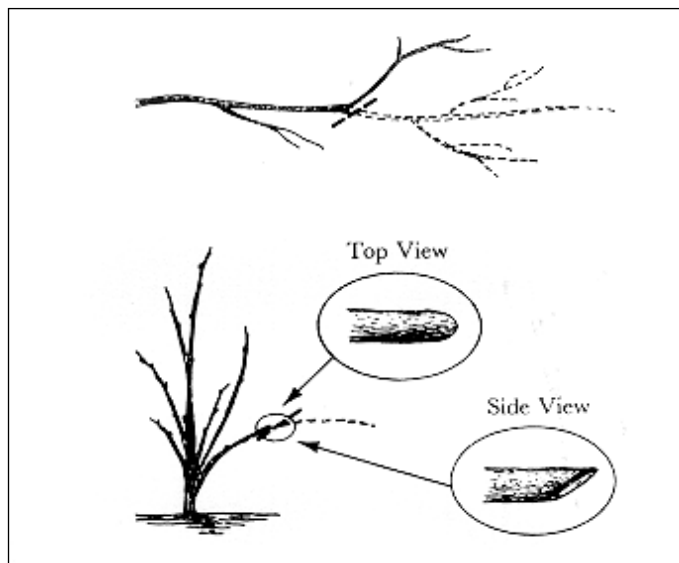
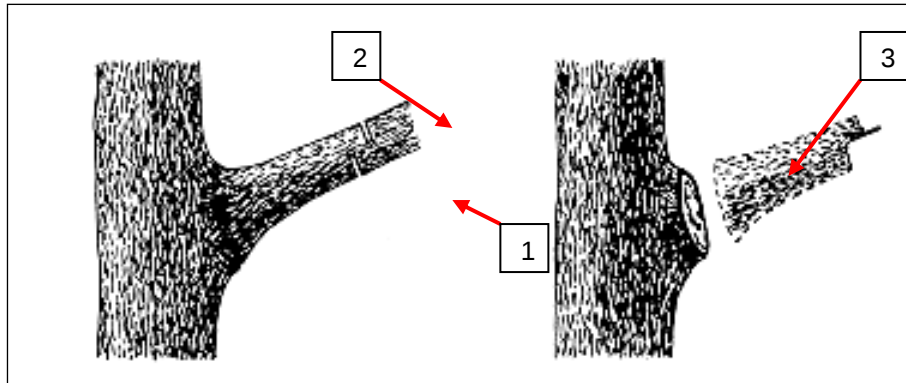


FIGURE 6: Hiding pruning cuts from view

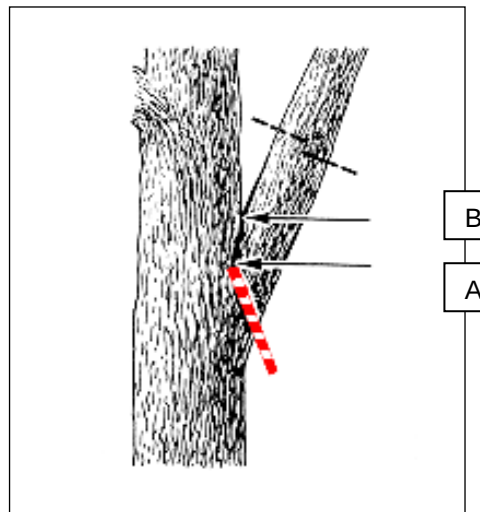
Attempts should be made in all cases to hide pruning cuts from view. This can be achieved by angling the cuts away from the direction of most frequent observation – typically pedestrian traffic or location-specific infrastructure.

Removal of large limbs**FIGURE 7:** Removal of limbs larger than 50 mm in 3 steps

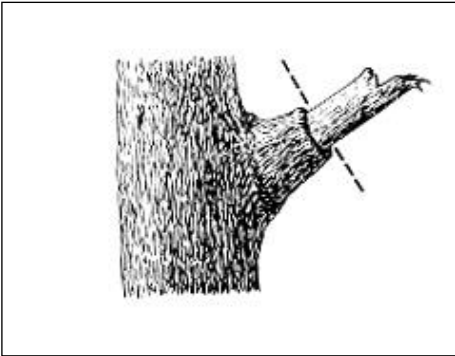
This technique should be considered for branches larger than 25 mm, and is mandatory for branches larger than 50 mm in diameter.

The first cut is made on the underside of the branch approximately 300 mm from the crotch. The depth of the cut shall be 25% of the branch diameter. The second cut is then made within 25 mm of the first cut, on the top side of the limb – until the limb falls off. The second cut must be made further along the branch (further from the crotch) than the first cut – will prevent splitting.

The 3rd cut neatens matters, and is placed just beyond the branch bark ridge – as discussed in pruning above.

Removal large branch: sharp angle of attachment**FIGURE 8:** Removal of a large branch with a sharp angle of attachment

The final point of attachment must be determined (A) and the cut must slope at approximately 40 to 50 degrees from the horizontal. The branch and the trunk are not united between (A) and (B).

Removal of dead branch stubs**FIGURE 9:** Removal of dead branch stubs

A dead branch stub that has a collar of live wood should be cut just at the outer edge of the collar.

Shoot removal (sharp angle of attachment)

**FIGURE 10:** Shoot removal

On young trees, shoots with sharp angles of attachment or included bark should be pruned off when they are 150-200 mm long. A second bud will usually form a shoot with less vigour than the more upright shoots, and will grow at a wider angle free of included bark.

Temporary branches as protection



Figure 11: Temporary branches as protection

Branches below the lowest permanent branch will strengthen and protect the trunk. When young trees have not yet reached the desired height of the lowest scaffold, treat laterals as temporary branches. Remove vigorous laterals if less vigorous laterals can be selected.

The laterals can protect the trunk from the effects of the sun, shade and nourish the trunk. Bark on younger trees can be protected in this way and the damage in the right pane (Figure 11) can be avoided or reduced to a considerable degree.

The temporary branches can be reduced as the young tree develops and the trunk becomes more supportive.

Removal of water sprouts

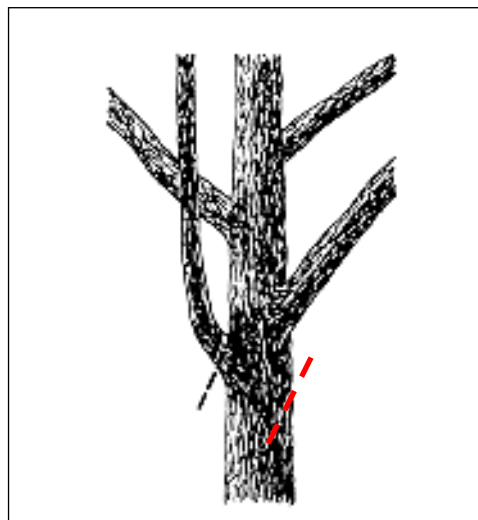
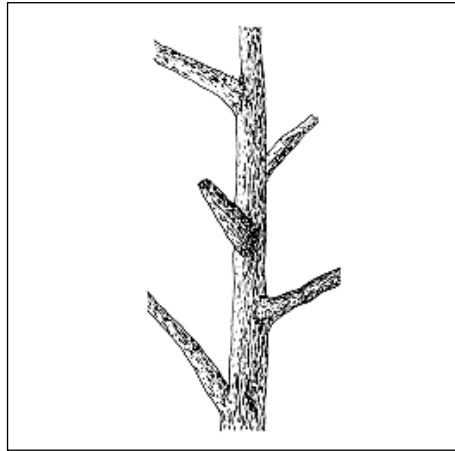
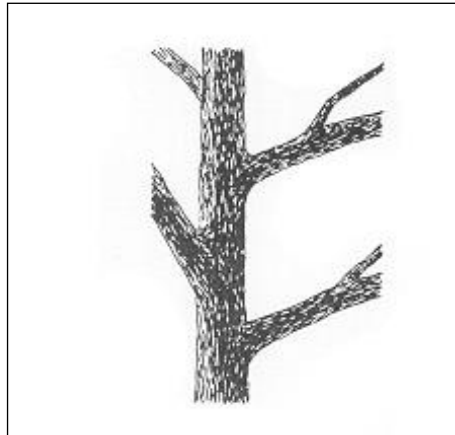


FIGURE 12: Removal of young upright branches (water sprouts)

Occasionally a young vigorous branch will grow more upright than others and will compete with the leader. Unless the sector is devoid of other limbs, the upright branch should be removed.

Vertical and radial spacing of scaffold branches**FIGURE 13:** Vertical and radial spacing of scaffold branches

On large-growing trees, the permanent scaffold branches should be well spaced vertically and radially. Avoid one limb growing directly above another – this interferes in the nourishment of the higher limb, and the higher limb can unduly shade the lower limb.

Proper radial distribution of limbs**FIGURE 14:** Proper radial distribution of limbs

Proper radial distribution of limbs will allow limbs adequate space for development.

Obtaining lateral branches

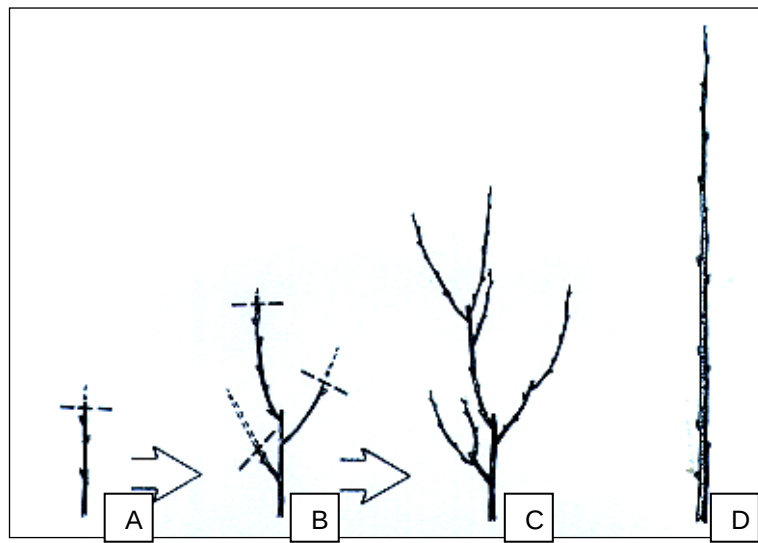


FIGURE 15: Obtaining lateral branches from vigorous growing young trees with strong apical dominance

Vigorous young trees with strong apical dominance may grow 2 m with no lateral branches forming (D). If the leader is pinched during the growing season when the terminal is 50-100 mm above the height desired for the first scaffold (A), two or more shoots may be encouraged to grow. Select a second one as a lateral and head it lightly if required. Head the others more severely (B). Repeat the process as long as the vigorously growing leader can be selected (C).

Upright growth of horizontal branch

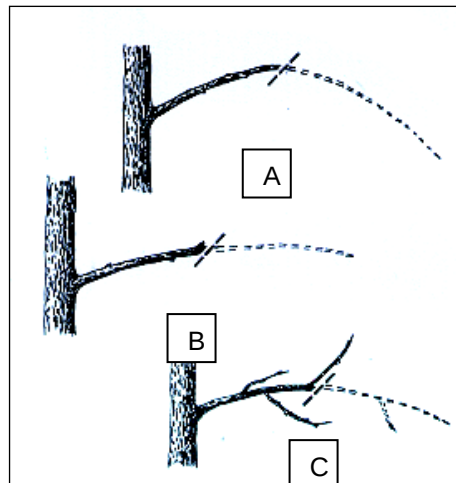
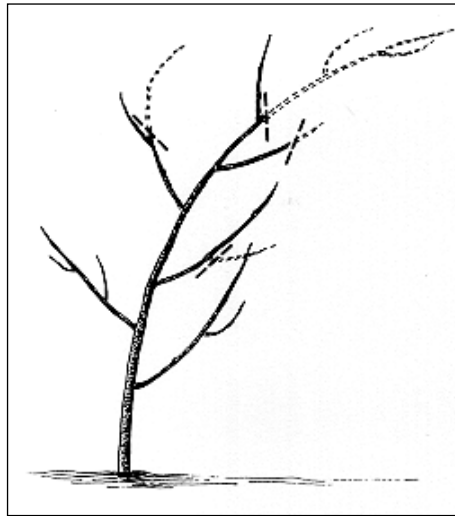


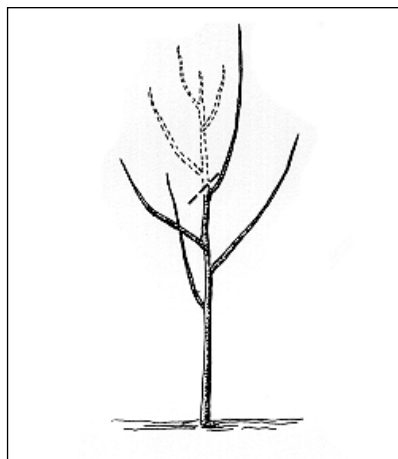
FIGURE 16: Training a horizontal branch to grow upright

In contrast to upright branches, horizontal branches exhibit less vigour. To cause a horizontal branch to grow more upright, prune it back to an upright lateral (C), or cut it back to an upright facing bud (B), or cut it back near the top of an arch (A).

Obtaining better symmetry from wind-deformed tree**FIGURE 17:** Better symmetry from a wind-deformed tree

In windy sites, the top of the tree can be opened up by removing moderate sized branches. This will reduce the trees wind resistance, and accordingly the stress exhibited on the trunk and limbs.

A tree deformed by the wind can be made more symmetrical if branches on the windward side are headed back to a lateral or a bud pointing into the wind, if the leader is thinned to a more upright lateral, and if some of the downwind branches are shortened.

Selection of alternate leaders**FIGURE 18:** The selection of alternate leaders

When a leader has been outgrown by one or more laterals, thin the leader back to one of its most vigorous and upright laterals. This lateral will then become the leader.

Maintenance of leaders by cutting-back

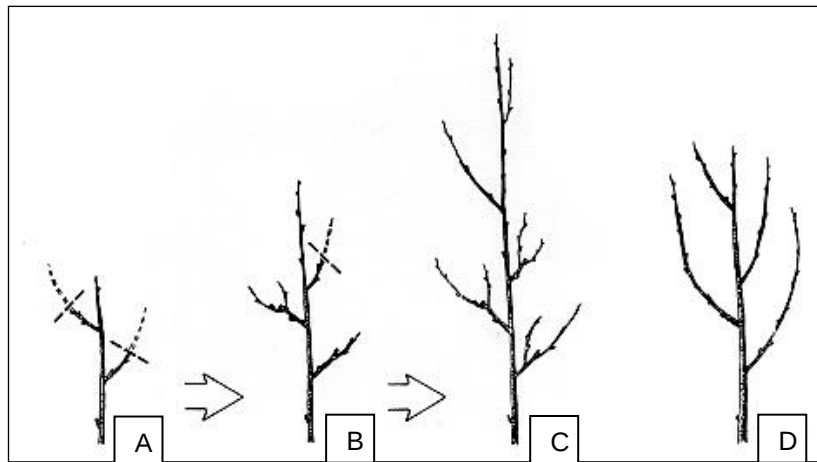


FIGURE 19: Maintenance of leaders by cutting back

Leaders can be maintained by heading back any laterals that may compete with it (A). Prune these laterals fairly severely if they are temporary (B). The tree will grow taller (C) than if it had not been pruned (D).

Removal of low spreading branch



FIGURE 20: Removal of a low spreading branch

If there is a suitable branch above, completely remove a low spreading branch (red arrow) instead of pruning it back to less drooping laterals. Beware of increasing trunk stress in the process.

Use of lower natural crown to lower tree height

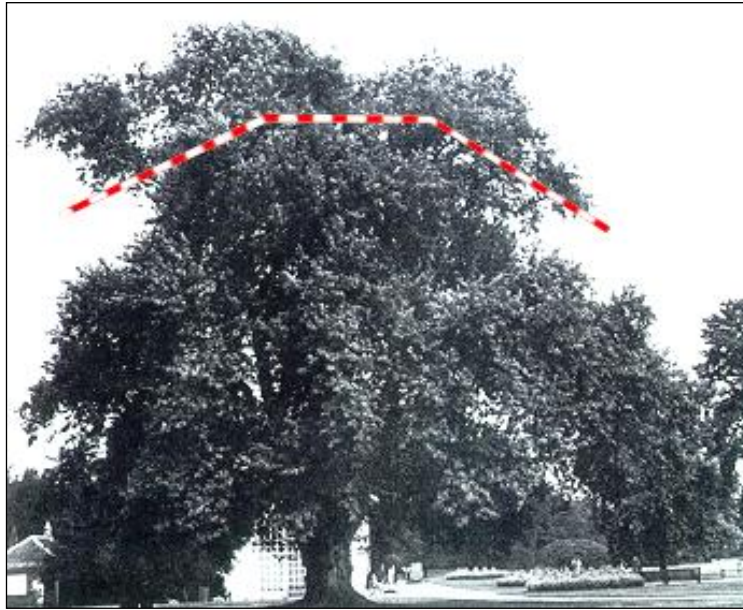


FIGURE 21: Lowering tree height to lower natural crown

The major advantage of this procedure is that the tree will usually appear unpruned. In some instances the height of the tree can be lowered to below the height of the lower natural crown if there are adequate branches available.

Pruning-back for room

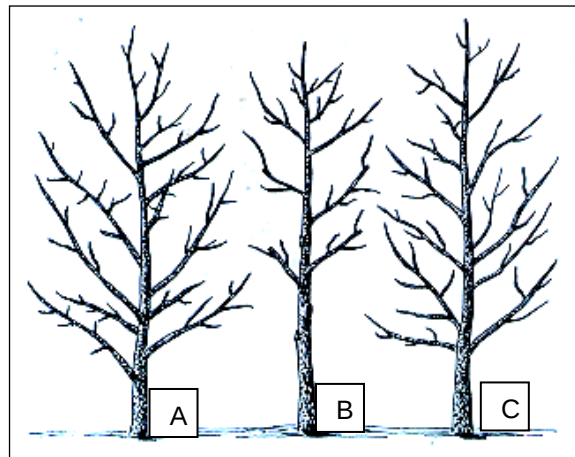


FIGURE 22: Pruning back closely spaced trees in order to create room

Crowded trees can become mishappen and their branches weakened by shading and rubbing. In some instances the smaller, or more deformed, or less desirably located trees should be removed. The remaining trees will grow into the new space with improved health and appearance.

Trees are often planted closer together than will be desirable when they reach mature size. As these trees begin to crowd, the less desirable ones should be pruned back more severely each year until they are removed (B). This will allow proper development of the more permanent trees while retaining the value of the temporary trees.

Lateral / directional pruning

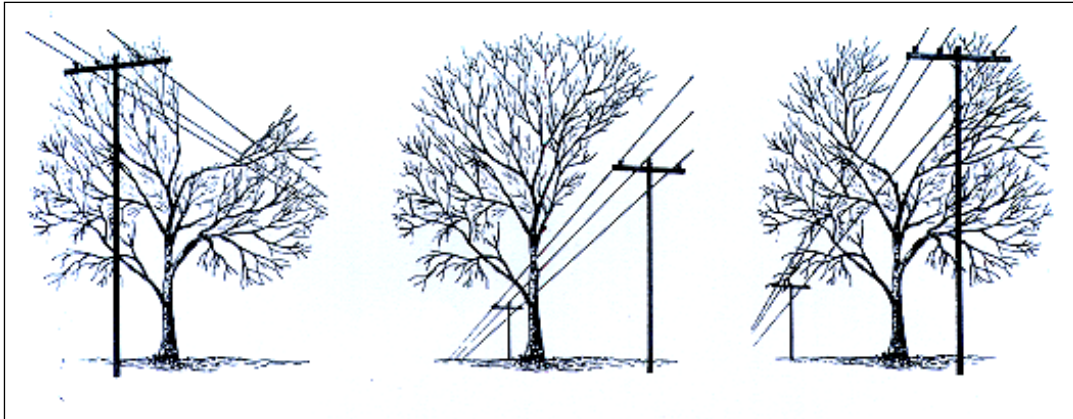


FIGURE 23: Lateral / directional pruning in proximity to utility services

Lateral or directional pruning involves pruning the leader back to a lower outward-growing limb (lateral). Examples are given in Figure 23.

PZE.13 REMOVAL OF TREES

Where trees are to be removed the stumps are to be cut to not more than 100 mm above general ground level. Where living trees are removed, Garlon or a suitable growth inhibitor shall be applied to the stump to prevent re-growth.

PZE.14 IMPORTANT CONSIDERATIONS

Where a servitude / wayleave agreement makes reference to a specific width within which no trees may be deliberately grown, then this restriction width shall apply.

Acceptable vegetation that does not grow high enough to cause interference with overhead power-lines or cause a fire hazard in any plantation, shall not be cut or trimmed.

Reasonable measures to prevent soil erosion shall be implemented at all times. If soil erosion does take place within the servitude as a direct result of an act or omission by any party, that party shall implement corrective measures in consultation with the other party and shall bear the costs of the corrective measures.

Trees, shrubs, grass, natural features and topsoil that are not removed shall be protected from damage during operations. Scalping of the earth or any unnecessary disturbance shall not be allowed in any clearing operation.

Rivers, water courses and other water bodies shall be kept clear of felled trees, bush cuttings and debris. The integrity of river banks shall be maintained and shall be dealt with in accordance with the provisions of clauses 4 and 6 above, if they are disturbed or damaged.

Burning or the lighting of fires is not permitted to dispose of removed vegetation. Vegetation must be removed to municipal refuse sites.

PZE.15 INDIGENOUS BUSH AND TREES

Various species of indigenous trees and bush on private land are protected by law (Forest Act No 122 of 1984) and Provincial Nature Conservation Ordinances in terms of which it is necessary to obtain a permit from the Forestry Section of the Department of Water Affairs and Forestry to cut and remove them. Provincial ordinances and relevant legislation shall be adhered to where it is absolutely essential to cut protected indigenous trees.

The necessary permits as well as the owner's written consent shall be obtained prior to commencement of any work.

Where there is any doubt as to whether a tree species is protected or not, the Department of Water Affairs and Forestry or the Environmental Co-ordinator in the region shall be consulted.

PZE.16 NATURAL HERITAGE SITES AND AREAS OF CONSERVATIONAL INTEREST

These sites shall be identified and the special conditions as prescribed shall be adhered to in the control of vegetation on these sites.

PZE.17 HERBICIDE USE

The Contractor is not permitted to cut off any roots from / or damage any *protected* vegetation or tree roots (by the application of force, herbicide or otherwise) which may cause the trees to become unstable, before consulting the local City Parks Authority.

Weed killer is to be used in accordance with the supplier's specifications and must be approved in writing by the Electricity Services Representative. It should be effective for at least six months. Should vegetation re-appear, the Contractor will be required to remove it at no additional cost to City of Cape Town .

Weed killer is to be applied to the vegetation within the servitude only. Creepers attached to fences should remain except where owners of neighbouring properties give permission for their removal.

The active ingredients in the weed killer are to be Glyphosate and Simazine. Stronger weed killers may be used subject to written approval from the Electricity Services Representative.

The entire spraying operation shall be under the supervision of a Registered Pest Control Operator in accordance with Act No. 36 of 1947 as amended.

The Contractor shall ensure that his workers are protected from the chemicals being used in accordance with Act No. 36 of 1947 as amended.

The Contractor shall in addition to the above requirements comply with any legal requirement in respect of herbicide use, promulgated before or during the period of the contract.

The Contractor shall ensure that adequate precautions are taken while working to prevent accidental contact with the herbicide by children, animals or irresponsible persons.

PZE.18 CLEARING OF REMOVED VEGETATION

All dead vegetation shall be removed from the site after a maximum of fourteen days after the application of the herbicide.

No dead vegetation shall be left on the site for longer than five days after cutting.

All dead vegetation, rubble, debris and litter removed from the site must be disposed of at an approved municipal refuse site by the Contractor.

Any liability arising out of the activities of the Contractor shall be the Contractor's responsibility.

Where necessary, the Contractor must consult with the owners of adjacent properties affected by the activities of the Contractor.

No bushes, creepers on fences and trees may be removed from the site without prior consultation with the Electricity Services Representative. The Contractor may also be required to consult owners of neighbouring properties regarding the possible removal of such vegetation.

PZE.19 SERVITUDE AND ACCESS TO PRIVATE PROPERTY

The contractor, during the operation of vegetation and tree trimming with respect to Bare-Conductor Overhead Lines, shall -

- a) keep to all existing roads and tracks within servitudes and not deviate from them;
- b) drive at a moderate speed;
- c) keep municipal gates locked and leave property owner's gates as found;
- d) not interfere with the property owner's staff/workers or activities;
- e) request permission for the use of water;
- f) not make fires;
- g) not interfere with stock or game on the property;
- h) not fish or hunt on the servitude or property; and
- i) not litter.

PZE.20 ACKNOWLEDGEMENTS

The Contractor acknowledges that -

- a) he knows and understands the dangers involved in clearing bush in or around power lines;
- b) he is a competent person and is a registered Pest Control Operator or will ensure that any chemical clearing will be done under the supervision of a registered Pest Control Operator; and
- c) he is able to and shall comply with all legislation pertaining to the nature of the work to be done and all things incidental thereto.

HEALTH AND SAFETY SPECIFICATION

1. GENERAL

- 1.1 The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and, in particular, with the Construction Regulations, 2003.
- 1.2 All the work included in this Contract shall be managed in accordance with all the relevant regulations of the OHS Act and, for the purposes of complying with the Occupational Health and Safety Act, shall be deemed to be "construction work".
- 1.3 It should be noted that the Specification generally describes the end product and not specific methods. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the contract documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

2. HEALTH AND SAFETY – GENERAL RESPONSIBILITIES

- 2.1 The Contractor must take all reasonable steps to ensure that the working environment is healthy and safe.
- 2.2 A worker must -
 - 2.2.1 work in a way that does not endanger his/her health and safety or that of any other person;
 - 2.2.2 obey any health and safety instruction;
 - 2.2.3 obey all health and safety rules
 - 2.2.4 use any personal protective equipment or clothing issued by the employer;
 - 2.2.5 report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 2.3 The Contractor's Responsible Person shall not leave the Site.

3. EXISTING CONDITIONS

- 3.1 The Contractor shall take into account, inter alia, the following conditions when complying with the OHS Act:
 - 3.1.1 Live high voltage and medium voltage electrical equipment.
 - 3.1.2 Existing utility services: Drawings to be acquired along with wayleaves where necessary.
 - 3.1.3 Surrounding land use.
 - 3.1.4 Anticipated weather conditions.
 - 3.1.5 Wild animals such as snakes, spiders and scorpions.
 - 3.1.6 Fire hazard.
 - 3.1.7 Presence of human and other waste that may pose a health hazard.

4. MATERIALS USED

- 4.1 The following commonly used materials and substances potentially pose health and safety hazards:
- 4.1.1 All materials contained in pressurized containers
- 4.1.2 Fuel and oil products
- 4.1.3 Pesticides and herbicides
- 4.2 The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, *inter alia*, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

5. SITE RULES

- 5.1 The Contractor will not be permitted access to, nor to commence any work until he has obtained from the Employer the relevant way-leaves, permissions and permits applicable to working near any existing services or other infrastructure on Site.
- 5.2 The Contractor shall abide by the safety conditions imposed by wayleaves, permissions or permits issued in connection with work.
- 5.3 Provided that the Contractor has submitted an acceptable health and safety plan, the site will be handed over to the Contractor. Thereafter, the Contractor will be entirely responsible for the safety of his staff and any other person on the site, and the public in the area in close proximity to the site.
- 5.4 The Contractor shall appoint at least two Responsible Persons, authorised by the City of Cape Town in terms of NRS 040, and who shall be -competent persons in terms of the OHS Act and shall each have at least 5 years relevant experience.
- 5.5 All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the Conditions of Contract.

6. SITE FACILITIES

- 6.1 The Contractor shall be responsible for ensuring that adequate potable drinking water is available on the site at all times.
- 6.2 The Contractor shall be responsible for ensuring that the workers have access to adequate latrine facilities.
- 6.3 Any person employed by the Contractor found defecating, or urinating except in the places appointed for that purpose, shall be immediately and permanently removed from the site.
- 6.4 The Contractor shall restore and leave the work area clean and tidy at the end of each working day. This shall include the removal of staff personal effects and remnants of waste materials, cold drink cans and meal leftovers and the like.

7. MEDICAL ATTENDANCE

- 7.1 The Contractor shall, as a minimum, provide a comprehensive First Aid Kit on site.
- 7.2 The Contractor shall be responsible for any medical attendance and treatment that may be required by the Contractor's employees. The Contractor shall bear all necessary expenses in connection with such medical treatment.
- 7.3 In the case of any casualty, accident or epidemic occurring on the works, the Contractor shall immediately advise and provide particulars thereof to the Electricity Services Representative.

8. HEALTH AND SAFETY PLAN

- 8.1 In compliance with the Construction Regulations, at least 14 days prior to commencing work on site, the Contractor shall submit a comprehensive health and safety plan for approval by the Electricity Services Representative. The health and safety plan shall address all identified hazards on site and shall include, but not be limited to:
 - 8.1.1 The safety management structure including the names of all designated persons such as the Responsible Person(s) and any other competent persons.

- 8.1.2 The safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:
 - 8.1.2.1 Provision of site facilities for staff
 - 8.1.2.2 Site accommodation of plant, including fuel and oil for the plant
 - 8.1.2.3 Handling, storage, use and disposal of materials including hazardous material
 - 8.1.2.4 The use of tools, vehicles and plant
 - 8.1.2.5 Temporary support structures
 - 8.1.2.6 Working at height
 - 8.1.2.7 Excavation work
 - 8.1.2.8 Security, access control and the exclusion of unauthorised persons
 - 8.1.2.9 Working in close proximity to live underground and overhead electrical services
 - 8.1.2.10 Public vehicular and pedestrian traffic accommodation measures
 - 8.1.2.11 Control of the movement of construction vehicles
 - 8.1.2.12 The provision and use of temporary services
- 8.1.3 Compliance with way-leaves, permissions and permits
- 8.1.4 Safety equipment, devices and clothing to be employed
- 8.1.5 Emergency procedures
- 8.1.6 Induction and training
- 8.1.7 Provision and maintenance of the health and safety file and other documentation
- 8.1.8 Arrangements for monitoring and control to ensure compliance with the safety plan

9. ELECTRICAL HAZARD

- 9.1 The work sites are generally in close proximity to equipment operated at high voltages. The Contractor shall take note of the possibility of induced currents and voltages in certain materials.
- 9.2 The climbing of electricity structures is strictly prohibited.
- 9.3 All rigid items longer than 1,5 m shall be carried below shoulder height by at least two people, one at each end, to prevent wayward movement and contact with or close proximity to live equipment.
- 9.4 The safety clearances stipulated in the NRS 060 shall be maintained at all times.
- 9.5 Vehicles on site shall be driven under the close supervision of the site supervisor to ensure that the safety clearances are not infringed at any time.

10. EXISTING UNDERGROUND SERVICES

- 10.1 The Contractor shall ensure that all underground services and structures are protected against mechanical damage at all times.
- 10.2 No excavation below ground level is allowed without prior explicit approval of the Electricity Services Representative. Where such excavation is in proximity of other services, wayleaves will be required and are to be obtained by the Contractor.
- 10.3 No spikes, stakes or pegs may be driven into the ground unless it has been ascertained that safety clearances will be maintained and that no damage will be caused to underground cables or other services.
- 10.4 All excavation work is to be carried out strictly in accordance with the methods approved by the affected Authority and the Electricity Services Representative.
- 10.5 Damage to any existing services shall be rectified at the sole cost of the Contractor and to the satisfaction of the Electricity Services Representative.

11. BLASTING AND USE OF EXPLOSIVES

- 11.1 Blasting and use of explosives is not permitted.

12. SITE SECURITY

- 12.1 The Contractor shall be responsible for security arrangements required on site to protect Contractor's employees and own equipment.
- 12.2 The Contractor shall ensure that no member of the public or other unauthorised person enters the work site at any time and shall ensure that access to the site is controlled at all times.

13. STAFF TRAINING

- 13.1 Prior to commencing work on site, the Contractor shall ensure that all staff on site have completed a training course during which they are instructed of the hazards on site and the actions required of them. No staff shall be permitted to work on site unless they have completed the training.
- 13.2 A safety meeting shall be held at least once a month, which all staff shall attend, to inform them of any existing or new hazard or health risk present on site.
- 13.3 The proceedings of the safety meetings shall be recorded in writing and signed by each staff member. A declaration by each staff member that they understand the hazards and risks and the mitigating actions required of them, shall be attached to these minutes. The minutes shall be kept on site at all times.
- 13.4 In addition, every day before commencing work, the Contractor shall hold a short discussion on site, during which all staff are informed of the work for to be undertaken on the day, the safety responsibilities are assigned, and the staff jointly identify all the hazards and risks as well as the methods required to effectively manage the hazards and risks, and a hazard identification register is filled in.

14. INSPECTIONS BY THE EMPLOYER

- 14.1 The Contractor shall permit the Employer to conduct, at an agreed interval, regular inspections of the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the documentation, as may be required, in this regard.

15. VARIATIONS

- 15.1 Should any variations be ordered, the Electricity Services Representative will inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered, are taken into account.

16. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

17. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex B**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

C.6 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

- 1.15 The word ‘Goods’ is to be replaced everywhere it occurs in the GCC with the phrase ‘Goods and / or Services’ which means all of the equipment, machinery, materials, services, products, consumables, etc. that the Supplier is required to deliver to the Purchaser under the agreement. This definition shall also be applicable, as the context requires, anywhere where the words “supplies” and “services” occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word ‘Order’ is to be replaced everywhere it occurs in the GCC with the words ‘Purchase Order’ which means the official purchase order authorised and released on the Purchaser’s SAP System.

Delete Clause 1.21 and substitute with the following:

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations

detailed or implied in this contract, subject to clause 28.

- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
 - 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
 - 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
 - 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
 - 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
 - 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
 - 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
 - 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
 - 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to the Contract shall be vested in the Purchaser. Where copyright is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the agreement and need not obtain the Supplier's permission to copy it for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.
- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**

- 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
- 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The Supplier shall, and warrants that it shall:
- 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of

Cape Town for the above purposes;

- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

- 5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Supplier shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In

this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier’s broker or the insurance company itself (see the Pro Forma Insurance Broker’s Warranty).
- 11.2.4 In the event of under insurance or the insurer’s repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker’s warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker’s Warranty or copies of the insurance policies.

15. Warranty

*Add to Clause 15.2:
Not Applicable*

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 Payment of invoices will be made:

- 16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

- 16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The Supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

17. Prices

n/a

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the

situation, and may at his discretion extend the time for Delivery.

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be 2% percent per week of the total amount of the purchase order should the agreed timeline not be adhered to up to a maximum of ten (10%) percent per purchase order.]

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in

reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

- 23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
 - 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the Parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the Parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the Parties. The mediator may meet the Parties together or individually to enable a settlement.

Where the Parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the Parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the Parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (a) and (b) and replace with the following:

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs

of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the Supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Purchaser.

28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the day delivery of delivery or the next Working Day,
- b) sent by registered mail – five (5) Working Days after mailing,
- c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier

Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity

to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the Parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or

imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the Parties shall also be written in English.

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part,

and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 139S/2024/25

**TENDER DESCRIPTION: CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE
SERVITUDES/SUBSTATIONS**

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CCT with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR			
ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R			

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of 		
--	--	--	--	----------------------	--	-----------------------------	--	--

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R.....

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ...and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

- 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and
- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at []:

LIST OF APPROVED FINANCIAL INSTITUTIONS

Approved Financial Institution as at 28 February 2023:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

Annexure D - Pro Forma Advance Payment Guarantee(N/A for this tender)

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the Parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the CCT has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy

to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u> ↓	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	☐ <u>N/A</u>	FIRM PRICES as per Pricing Schedule	Annual	Pricing Schedule C.4 and Schedule F.1 (A)
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	☐ <u>N/A</u>	SEIFSA Index based CPA	Monthly / Quarterly	Schedule F.1 (B)
OR				
C	☐ <u>N/A</u>	Pricelist / Quotation Based CPA	Ad-Hoc	Schedule F.1 (C)
OR				
D	☐	STATS SA CPI Index Based CPA	Annually	Schedule F.1 (D)
OR/AND				
E	☐ <u>N/A</u>	Sectorial Determination 1: Contract Cleaning Sector	Annually	Schedule F.1 (E)
OR				
E	☐ <u>N/A</u>	Sectorial Determination 6: Private Security Sector	Annually	Schedule F.1 (E)

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

F	N/A	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER				
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
OR				
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director (**Director: Energy**), City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: Avril.snyders@capetown.gov.za

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the

effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

NOT APPLICABLE

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. 6 Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

NOT APPLICABLE

F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST
--

NOT APPLICABLE

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES
--

NOT APPLICABLE

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/MS _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, submit audited annual financial statements:

(i) For the past three years, or

(ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? **(Please mark with X)**

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
NA
The applicable preference point system for this tender is the 80/20 preference point system
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

80/20

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**POINTS AWARDED FOR PRICE**

A maximum of 80 points is allocated for price on the following basis:

80/20

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[Tick applicable box]

5.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature _____

Print name: _____

Date _____

On behalf of the tenderer (duly authorised)

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule F.6: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. **(Please mark with X)**

YES		NO	
-----	--	----	--

1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. **(Please mark with X)**

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract,, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number 139S/2024/25 and tender description: CLEARING OF HIGH VOLTAGE (HV) OVERHEAD LINE SERVITUDES in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of tenderer) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule F.11: List of Other Documents Attached By Tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Attach additional pages if more space is required.		

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender: It should be noted that tables B , C and D will test responsiveness.

Please find tables below for the minimum requirements which must be filled in should this not be done the tender can be regarded as non responsive.

SCHEDULE F.13 A: RELEVANT COMPANY EXPERIENCE TO BE COMPLETED AS PER REQUIREMENTS AS PER) OF THE TENDER DOCUMENT.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The service provider shall provide details of similar work done in the past five years. The information will be used to establish the relevant experience of the tenderer. Refer to T.2 Conditions of tender clause 2.2.1.1.4

Tenderers shall complete the schedule with company experience for similar projects completed in the last five years.

Project/ Contract No.	Project description	Start date (yyyy.mm.dd)	End date (yyyy.mm.dd)	Contactable Reference Name and Number

If further space is required, the details can be provided on a separate sheet AS PER THE ABOVE.

SIGNED ON BEHALF OF TENDERER:

Tenderers are to ensure that reference letters, as specified in clause 2.2.1.1.4 of the Functionality criteria are submitted with the tender submission, as at closing date of Tender.

NB. THE REFERENCE Letters from clients will be required for the purpose of scoring and should be attached to this schedule.

SCHEDULE F.13 B: Supervisors who are Authorised person/s

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Attach CV's with relevant experience and training certificates for each member of personnel listed. Refer to T.2 Conditions of tender clause **2.2.1.1.4**

Tenderers shall list personnel with experience for work of a similar nature and training requirements in the schedule below:

Name	ORHVS certificate number(s) and attach certificate(s)	Attach CV (Yes/No)	Contactable references

If further space is required, the details can be provided on a separate sheet AS PER THE ABOVE.

Note: All CV's, qualification certificates and work evidence must be attached to the tender document and listed on compulsory returnable F.13.B above

SIGNED ON BEHALF OF TENDERER:

SCHEDULE F.13 C: Registered Pest Control operator

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL CAUSE TENDERER TO BE NON RESPONSIVE.

Attach CV's with relevant experience and training certificates for each member of personnel listed. Refer to T.2 Conditions of tender clause **2.2.1.1.4**

Tenderers shall list personnel with experience for work of a similar nature and training requirements in the schedule below:

Name	Pest control certificate number(s) and attach certificate(s)	Attach CV	Contactable references

If further space is required, the details can be provided on a separate sheet AS PER THE ABOVE.

Note: All CV's, qualification certificates and work evidence must be attached to the tender document and listed on compulsory returnable F.13.C above

SIGNED ON BEHALF OF TENDERER:

Schedule F.13D: REFERENCES

ASSESSMENT OF BIDDERS PERFORMANCE BY INDEENDENT REFERENCE

(This must be sent by the bidder to the references listed in schedule 13A of this tender schedule. All assessment forms must be attached with the tender submission.)

Name of Organization					
Contact Person					
Contact Number					
Description of Work/Projects					
Tender Number /Project/ Job Reference Number					
Date of commencement					
Duration of Contract					
Contract Completion Date					
Name of Contractor:					
Your assessment of the Contractors Performance in the following areas: Please tick one the blocks on the right hand side:1=Poor; 5=Excellent	1	2	3	4	5
Agreed lead times					
Acceptable Quality free of defects					
Accessibility and Availability					
Reliability					
Customer Satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
Comments:					
SIGNATURE OF RESPONSIBLE OFFICIAL:			OFFICIAL ORGANIZATION STAMP:		

F.14: Appeal Application

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

annexure 'B'
AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

					R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

					R	3	0	0	-	0	0
--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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